



ST MARGARET'S ANGLICAN GIRLS SCHOOL INTERNATIONAL STUDENT 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 as well as comprising part of student's written agreement.

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. e.g., in the case of course fees collected by International Development Program (IDP).
 2. Any service fees a student (or parent(s)/legal guardian if the student is under 18) pays directly to a third party, such as an agent or ELICOS provider or EALD tutor engaged by the parent, are not within the scope of this refund policy. This exclusion does not include payments to third party homestay providers. Refunds for payments made to third party homestay providers will be processed in accordance with the St Margaret's Anglican Girls School International Student Complaints and Appeals Policy and any relevant legislation.
 3. The enrolment application fee and the enrolment confirmation fee which are part of the compulsory non-tuition fees are non-refundable.
 4. Payment of Course Fees and Refunds
 - a) Fees are payable according to the International Schedule of Fees.
 - b) All itemised list of school fees is provided in the school's written agreement as per Standard 3.3.4 of the National Code 2018.
 - 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 Home Affairs) 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
 - o 5% of the amount of course fees received, or
 - o AUD 500.
 - 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
- 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).
- a) 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.

b) 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 one study period's tuition fees will be retained from tuition fees received by the school.

c) Non-Commencement with notification of withdrawal:

- i. If the school receives written notification of withdrawal by the student (or parent(s)/legal guardian if the student is under 18) 4 or more weeks prior to commencement, the school will refund the amount of tuition fees received less an administration fee of \$500.
- ii. If the school receives written notification of withdrawal by the student (or parent(s)/legal guardian if the student is under 18) less than 4 weeks prior to commencement of the course, the school will refund 50% of the tuition fee.

d) Refunds after commencement of a course:

- i. If tuition fees for up to 1 study period 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 relevant study period, no tuition fees will be refunded.
- ii. If tuition fees for more than 1 study period have been received in advance: When the school receives written notification of withdrawal by the student (or parent(s)/legal guardian if the student is under 18), the school will refund the amount of unused tuition fees less, any non-refundable payment on behalf of the student has been made, provided that at least 10 weeks (or 1 term's) written notice of withdrawal has been received.
- iii. If the student wishes to change from a Boarder to Day Student, one full term's notice of withdrawal is required, or one term's boarding fees will be charged in lieu of notice. The school must also be satisfied with new welfare and accommodation arrangements before the change can occur.

NB: Where less than 10 weeks' notice of withdrawal is received, the school will refund the amount of unused tuition fees less 1 term's fees (and 1 term's boarding fees if applicable).

e) Refunds in the event of a provider-initiated cancellation of enrolment:

- i. 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 see St Margaret's Anglican Girls School International Student Progress, Attendance and Course Duration Policy on www.stmargarets.qld.edu.au .
 - Failure to maintain satisfactory attendance (visa condition 8202). Please see St Margaret's Anglican Girls School International Student Progress, Attendance and Course Duration Policy on www.stmargarets.qld.edu.au .
 - Failure to maintain approved welfare and accommodation arrangements (visa condition 8532). Please see St Margaret's Anglican Girls School International Student Accommodation and Welfare Policy on www.stmargarets.qld.edu.au
 - Failure to pay course fees.
 - Any behaviour identified as resulting in enrolment cancellation in St Margaret's Anglican Girls School's Guidelines for Behaviour and Expectations of Students / School Community Code of Conduct and any other related school policies. Refer to www.stmargarets.qld.edu.au . On enrolment, the student will also be provided with the International Student Handbook which includes this information.

8. Provider default

[Any default by the school must be compliant with the current provisions of the ESOS Act 2000 and the ESOS Regulations 2019.]

- 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 unused tuition fees received by 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 unused tuition fees received by the school with respect to the student will be made within 14 days of the 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 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.

Definitions

- a. Non-tuition fees – fees not directly related to provision of the student's course, including Overseas Student Health Cover, Homestay/Boarding Fees, Boarders Support Group Levy, International Student Bond and Enrolment Confirmation Fee.
- b. Tuition fees – fees directly related to the provision of the student's course, i.e. all compulsory activities including tuition, QGSSSA sport, technology, year level camps, class excursions, and a range of facilities used in the course of a normal school day.
- 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.
- d. One Study period equals one semester but no more than 24 weeks.
- e. If the student changes visa status (e.g. becomes a temporary or permanent resident) during a study period, she will continue to pay full overseas student's fees for the duration of that study period. Evidence of the new visa status will be required before any change to fee payment can be agreed.