

LINDISFARNE



## INTERNATIONAL STUDENTS

## INTERNATIONAL REFUND POLICY

A copy of this policy is provided to the student (or parent(s) or 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.

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.

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.

### Payment of Course Fees and Refunds

- a) Fees are payable according to the School's Fees Policy.
- b) An itemised list of school fees is provided in the school's written agreement (*as per NC Standard 3.3.4*)
- 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 International Student Coordinator.

### Student is unable to commence at the School 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 Home Affairs) and fails to start a course on, or withdraws from the course on or before the agreed starting day,

- refund all tuition and non-tuition fees paid in advance.
- payment will be processed within 4 weeks of receiving the Refund Request form from the student.

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 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 does not commence at the School and provides written notice of withdrawal to the School

- Where the student provides the School **more than 28 days' notice of withdrawal prior to the student's course commencement date**, the School will refund 100% of tuition and non-tuition fees paid in advance, within 4 weeks of receiving the Refund Request form from the student.

- Where a visa has been approved by the Department of Home Affairs and the student provides notice to the School of withdrawal **less than 28 days prior to the student's course commencement date**, the School will:
  - a) retain 50% of the tuition fees paid for one semester in advance, and
  - b) will refund the balance of the tuition fees and the non-tuition fees paid in advance, within four weeks of receiving the Refund Request form from the student.

However, Lindisfarne will consider refunding these fees in full where the giving of timely notice is not possible due to the existence of extenuating circumstances.

Please note: Even if the student has not begun at the School but intends to enrol at another CRICOS provider, the rules regarding transfer contained in the transfer policy will prevail.

### **Student does not commence at the School and does not provide written notice of withdrawal to the School**

Where a visa has been approved by the Department of Home Affairs but the student does not commence his course at the School and does not provide written notice of withdrawal Lindisfarne, the School will:

- retain tuition fees for the first semester paid in advance.
- refund the balance of tuition fees paid in advance.
- refund all non-tuition fees.
- payment will be processed within 4 weeks of receiving the Refund Request form from the student.

### **Student withdraws from the School after commencement**

If a student has commenced at the School but decides either to:

- cancel enrolment (i.e. leave Australia), or
- transfer to another CRICOS provider

At least one complete term's notice (written) must be provided to the International Student Coordinator. The School will:

- retain tuition and non-tuition fees proportional to the amount of the course the student has undertaken. *Calculation in accordance with S.10 of the Education Services for Overseas Students (Calculation of Refund) Specification 2014*
- payment will be processed within 4 weeks of receiving written claim form from student.
- refund any unspent tuition and non-tuition fees relating to any period commencing after the period of notice.
- payment will be processed within 4 weeks of receiving written claim form from student.

### **Provider default**

*(Any default by the school must be compliant with the current provisions of the ESOS Act 2000 and the ESOS regulations 2001 (as amended)).*

- 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 with respect to the student 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.

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>

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.

All refunds will be paid by the School in the same currency in which the fees are paid i.e. Australian Dollars.

Refunds and refusal thereof are subject to the School's dispute resolution process.

A copy of this policy will be given to each intending student before an agreement is entered into.

Compassionate and compelling circumstances include, but are not limited to:

- Illness, where a medical certificate states that the student was unable to attend classes
- Bereavement of close family member
- Major political upheaval or natural disaster in the student's home country
- A traumatic experience which has impacted on the student


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

#### Definitions

- a) **Non-tuition fees** – fees not directly related to provision of the student's course, including *Music Tuition Fees, excursions, Uniforms, Stationery, Semi-formal and Formal*.
- b) **Tuition fees** – fees directly related to the provision of the student's course.
- 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) **Term** = 10-11 weeks duration
- e) **Semester** = 2 Terms

#### Policy Administration

This policy will be reviewed periodically, or in the event of any information or incident that indicates the need for a review, or following relevant legislative or organisational change.

<b>INTN005 International Refund Policy</b>	
<b>Date of Formulation</b>	March 2019
<b>Date of Last Review</b>	N.A
<b>Date of Next Review</b>	March 2022
<b>Person Responsible</b>	Amy Fydler
<b>Position</b>	International Student Coordinator
<b>Approved by the Head of Lindisfarne International</b>	 Approved March 2019

