

INTERNATIONAL STUDENT REFUND GUIDELINES AND PROCEDURE

Scope

The Friends' School recognises the importance of having a clearly documented refund policy for International Students the requirements of Standard 3 of the National Code of Practice for Registration Authorities and Providers of Education and Training of Overseas Students 2007.

Definitions

- a) Non-tuition fees – fees not directly related to provision of the student's course, including boarding, OSHC and uniforms.
- b) Tuition fees – fees directly related to the provision of the student's course.
- c) Pre-paid fees - tuition fees received by the school for a study period of the student's course before the student begins the study period.
- * Unspent pre-paid fees – in the case of the school not being able to provide the course in which the student is enrolled, unspent prepaid tuition fees will be calculated according to Legislation.

Procedures and Guidelines

- The Friends' School Application Fee of AUD \$100 per enrolment is not refundable.
- Refundable Enrolment Deposit of current scheduled fees comprised of combined one terms tuition and boarding fee is refundable at the completion of students study.
- Unused portions of uniform, text books and stationary allowance (Offer of Place) will be credited to student's tuition account.
- These guidelines outline refunds applicable to course fees paid 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.
- 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 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 boarding must be given one full term in advance. Applications for refund and withdrawals must be made in writing and addressed to the Principal and submitted to the Enrolments Manager.
- Fees are payable according to the current Fees Schedule – International Students Fee Schedule www.friends.tas.edu.au
- An itemised list of school fees is provided in the Enrolment Agreement for International Students (as per National Code Standard 3.1.b)
- If the student changes visa status (e.g. becomes a temporary or permanent resident) they will continue to pay full overseas student's fees until the date that evidence of the new visa has been provided to the Enrolments Office. A pro-rata refund will be offered if applicable.
- Tuition and boarding fees for each term shall be fixed by the Board from time to time and are due on the first day of term and are payable with six weeks thereafter. There are four terms per year. Accounts covering each school term are issued in February, May, July and October. Semester or yearly payment is also acceptable.

- We will determine the fees for each term before the commencement of the term to which the fees apply.
- An accounting fee may be applied to any fees remaining unpaid six weeks after the first day of term. Accounts remaining unpaid at the end of term are liable to be referred for collection. Any collection fees incurred may be charged to the fee payer.
- Your child may not be allowed to commence a new term while all or parts of the previous term's fees remain unpaid. This may only be varied by special arrangements confirmed in writing by the School and those special arrangements must be complied with at all times.
- Enrolments of less than one year, fees are payable in full at the time of enrolment. For enrolments of more than one year a deposit of one term's tuition and residential fees must be paid. This deposit will be held for the duration of the student's enrolment against possible payment default. Provided all fees and charges are paid to date, the deposit will be offset against the final term's fees for that student.
- If we increase the tuition and/or boarding fees for a year by more than 10% of the fees payable for the preceding year, you may terminate this enrolment contract by notice in writing to us given within fourteen (14) days of the date on which we notify you of the increase.
 - If you terminate this enrolment contract for any reason other than for:
 - our breach; or
 - because of an increase in the tuition and/or boarding fees within the time limited by this contract you must provide one term's notice in writing, addressed to the Principal, before the removal of a student from the School or from Walker House or repudiation of responsibility or joint and several responsibilities for payment of fees. Where the required notice has not been given, one term's fees shall be payable in addition to the fees payable up to the date of notice, removal or repudiation of responsibility for payment, whichever first occur.
- This refund policy does not remove the right to take further action under Australia's consumer protection laws.

Student Default

1. If your visa application is refused, a full refund will be made. 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).
2. The application fee of AUD \$100 will not be refunded.
3. This refund policy does not remove the right to take further action under Australia's consumer protection laws.
4. 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.
5. If the student does not provide written notice of withdrawal and does not start the course on the agreed starting date a maximum of ten weeks tuition fees will be refunded from prepaid tuition fees.
6. If you cancel your place less than 4 weeks before your course starts, or if you have commenced the course and provide less than one term's notice no refund is payable.
7. If you cancel your place 4 weeks or more before the course starts, 90% of fees will be refunded.
8. If you do not meet the conditions as outlined below 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).
- II. Failure to maintain satisfactory attendance (visa condition 8202).
- III. Failure to maintain approved welfare and accommodation arrangements (visa condition 8532).
- IV. Failure to pay course fees.
- V. Any behaviour identified as resulting in enrolment cancellation in The Friends' School's Behaviour Policy/Code of Conduct.

Provider Default

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

Please see: <https://tps.gov.au/StaticContent/Get/StudentInformation>

This agreement, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia's consumer protection laws.

Associated Documents

The Friends' School Complaints and Appeals Procedures for International Students.
The Friends' School Refund Policy

Notes or Links to other documents

<https://tps.gov.au/StaticContent/Get/StudentInformation>
ombudsman@ombudsman.gov.au

ESOS Act 2000 and the ESOS regulations 2001

Document Control

Document Reference	TFS-ENR-L2-010
Version:	0.0.1
Date Effective:	22 January 2016
Document Author:	Enrolments Manager
Authorised by:	Principal's Committee