

## Draft SV500 Refund Policy

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### 1. RATIONALE

The Friends' School's *SV500 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. Principal
- 2.3. Director of Business Affairs
- 2.4. Enrolments Manager
- 2.5. Payroll and Employment Services
- 2.6. SV500 students and parents
- 2.7. Education Agents

### 3. POLICY

#### Communicating the SV500 Refund policy

- 3.1. The Friends' School's *SV500 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 included with a Formal Letter of Offer and Enrolment Acceptance Contract
- 3.2. The *SV500 Refund Policy* will be formally referenced in the *SV500 Fee Schedule* and Formal Letter of Offer and Enrolment Acceptance Contract

#### Refund Process

- 3.3. The *SV500 Refund Application Form* must be completed, signed and submitted to the Principal by the person/s who are signatory to the student's Acceptance Enrolment Contract for International Students
- 3.4. All refund requests are at the discretion of the Principal who will consider the reasons for a cancellation of a student's enrolment and the supporting evidence
- 3.5. 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
- 3.6. Approved refunds will be made payable to the person/s who are signatory to the Enrolment Contract, unless the person/s signatory to the contract request in writing that the School pay the money to a third party
- 3.7. Approved refunds will be paid in Australian Dollars and within 4 weeks of the School receiving the *SV500 Refund Application Form*. Any costs to the School in transfer of funds from another currency, will be incurred by the student's parents/guardians.

- 3.8. Refunds for cancellations initiated by The Friends' School, which are subject to *the SV500 Complaints and Internal Appeals Policy* and *SV500 External Appeals Policy*, will not be approved until the outcome of the appeals process/es are known.
- 3.9. *The SV500 Procedures: Refund Process* details all steps in assessing, approving, calculating, communicating and paying refunds

### **3.10. Refund eligibility**

- 3.10.1. Students who default on their enrolment prior to commencement due the student's SV500 Application being refused by Australian immigration authorities, will be refunded all monies pe-paid directly to the School, except the Application Fee and Administration Fee.
- The funds will be refunded within 4 weeks of the School receiving the *SV500 Refund Application Form*, and certified documentary evidence that the student's Visa application was refused.
  - The School will assist the student to request a full refund from their OSHC Provider
- 3.10.2. Students who default on their enrolment less than 4 weeks prior to commencement, and for whom their SV500 has been granted, will be charged one term's tuition and boarding fees (in the case of a boarder)
- 3.10.3. All other prepaid tuition and non-tuition fees paid to the School will be refunded in full within 4 weeks of the School receiving the student's *SV500 Refund Application Form*.
- The School will assist the student to request a full refund from their OSHC Provider
- 3.10.4. In the case that the School cancels a student's enrolment prior to the student commencing their studies at The Friends' School, all monies prepaid directly to the School, excluding the Application Fee and Administration Fee, will be refunded within 4 weeks of the School's decision to cancel the enrolment, and subject to 3.8. Reasons for such cancellations may include but are not limited to:
- the student not meeting entry requirements that were a condition of their enrolment,
  - the School identifying that the student had provided false and 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
- 3.10.5. In the case that 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, the student will be refunded all remaining unspent Tuition and Non-Tuition Fees, subject to 3.5
- unspent tuition fees will be calculated according to the following Legislative Instrument *Education Services for Overseas Students (Calculation of Refund) Specification 2014* <https://www.legislation.gov.au/Details/F2014L00907>

- 3.10.6. In the case of all other cancellations of enrolment, once the student has commenced at the School, whether initiated by the School or the student and subject to the *SV500 Student Transfer Policy*, the School will charge one term's Tuition and Boarding fees (in the case of a boarder), except in the case of a student who has given one term's notice in writing prior to withdrawing from the School. Parents/guardians agree that they must give a full term's notice in writing to the Principal before their child is removed or our child's status is changed from a boarder to day student. Parents/guardians agree that the notice must be given by the end of the preceding term. If this notice is not given, parents/guardians agree to pay a term's fees (tuition and boarding if applicable) plus GST in lieu of notice.
- All other unspent tuition and non-tuition fees paid to the School will be refunded in full within 4 weeks of the School receiving the student's *SV500 Refund Application Form* or the School deciding to cancel the student's enrolment, subject to 3.8
  - The School will assist the student to claim a refund from the OSHC provider.

### **3.11. Non-Refundable**

The following fees and costs will not be refunded by The Friends' School:

- 3.11.1. The Friends' School's Application Fee
- 3.11.2. The Friends' School's Administration Fee
- 3.11.3. Any Fees (e.g. Visa application fees) paid to an Education Agent who supported the student with their enrolment at The Friends' School. *(Note: As the School pays the Agent a fee for assisting students with the application and enrolment process at Friends', then the Agent should not be charging the student an additional fee for the same service (see Education Agent Policy))*
- 3.11.4. 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
- 3.11.5. 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
- 3.11.6. Monies spent on uniforms, stationery, textbooks, IBDP Annual Fee, TCE Exam Fee, Camp Fees, when the student withdraws from the School prior to the completion of their studies. Unspent amounts can be claimed for refund

### **3.12. 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 at the beginning of the next school term, following the student's change in visa status>.

- 3.12.1. Any prepaid fees, at the higher SV500 Fee Schedule rate will continue to be credited against the student's fees account
- 3.12.2. 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 Principal, significant fee excess in credit may be refunded prior to the student completing their studies.

### **3.13. Tuition Protection Service (TPS)**

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. See <https://tps.gov.au/Home>

### **3.14. 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. DEFINITIONS**

4.1. See definitions documents

## **5. LEGAL AND OTHER REQUIREMENTS**

- 5.1. ESOS Act 2000
- 5.2. National Code 2018
- 5.3. National Code 2018 Factsheets
- 5.4. Education Act 2016 (Tas)
- 5.5. Australia Consumer Law

## **6. ASSOCIATED POLICIES, PROCEDURES, GUIDELINES AND FORMS**

- ❖ **SV500 Refund Application Form**
- ❖ **SV500 Procedure: Refund Process**
- ❖ SV500 Fee Policy
- ❖ SV500 Complaints and Internal Appeals policy
- ❖ SV500 Deferring, Suspending or Cancelling an Enrolment Policy
- ❖ SV500 External Appeals Policy
- ❖ SV500 Student Visa Requirements Policy
- ❖ SV500 Student Transfer Policy