



## 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 students' written agreement.**

1. This policy outlines refunds applicable to course fees paid to the College including any course fees paid to an education agent to be remitted to the College.
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 Application Fee of AU\$450 is not refundable.

## Payment of Course Fees and Refunds

4. Fees are payable according to the current International Fee Schedule found on the College website <https://www.soc.tas.edu.au/enrolments/international-students/>
5. An itemised list of College fees is provided in the College's written agreement (as per NC Standard 3.3.4)
6. All fees must be paid in Australian dollars unless requested otherwise. Refunds will be reimbursed in the same currency as fees were received.
7. Refunds will be paid to the person who enters into the written agreement unless the College receives written advice from the person who enters the written agreement to pay the refund to someone else.
8. All notification of withdrawal from a course, or applications for refunds, must be made in writing and submitted to the Principal.

## Student default because of visa refusal

- a) If a student produces evidence of visa refusal (or provides permission for the College 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 College will refund within four weeks of receiving a written claim from the student the total amount of course fees received by the College before the student's default day, minus an administrative fee of AU\$500.
- b) If a student whose visa has been refused withdraws from the course after it has commenced, the College 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 College with respect to the student within the period of four weeks after the day of student default. An administrative fee of AU\$500 will also be charged.

*\* 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 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 ten (10) weeks of tuition fees will be retained from tuition fees received by the College and the remainder will be refunded.
- d) If tuition fees for up to one (1) semester/ two (2) semesters have been received in advance by the College and the College received written notification of withdrawal by the student (or parent(s) / legal guardian if the student is under 18), the College will
  - i. Retain an administration fee of AU\$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 90% of the tuition fees received if written notice is received between one and four weeks prior to the commencement of the course.
  - iii. Refund 50% of the tuition fees received if written notice is received less than one week prior to the commencement of the course
  - iv. No amount will be refunded if written notice is received after 1 semester of the payment period has passed.
- e) If tuition fees for more than one (1) semester/2 semesters, refund provisions under (d) will apply for the first semester and any balance of unused tuition fees after this will be refunded.
- f) 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 Scotch Oakburn College's Student Progress, Attendance and Course Duration Policy.
  - ii. Failure to maintain satisfactory attendance (visa condition 8202). Please see Scotch Oakburn College's Student Progress, Attendance and Course Duration Policy.
  - iii. Failure to maintain approved welfare and accommodation arrangements (visa condition 8532). Please see Scotch Oakburn College's Accommodation and Welfare Policy
  - iv. Failure to pay course fees.
  - v. Any behaviour identified as resulting in enrolment cancellation in Scotch Oakburn College's Student Behaviour Policy
  - vi. Any refund in the case of cancellation of a student's enrolment for failure to maintain Scotch Oakburn College's agreed conditions of enrolment as outlined in the student's written agreement, including failure to disclose a pre-existing condition requiring a high degree of specialised support or care, will be at the discretion of the College.
- g) If a student fails to resume studies at the commencement of a new academic year without giving ten (10) weeks' notification of withdrawal, a penalty charge of ten weeks' tuition will apply. Students not intending to return to the College in January must provide notification of withdrawal ten (10) weeks prior to commencement of the new academic year. If the penalty fee is not paid it will be recorded as monies owing to the College.

### **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 College 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 College, a full refund of any unused tuition fees\* received by the College with respect to the student will be made within 14 days of the agreed course starting day.
- b) If for any reason the College 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 College, a full refund of any unused tuition fees\* received by the College with respect to the student will be made within 14 days of the College's default day.
- c) In the event that the College 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).*

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 homestay fees, overseas health insurance, airport transfers, QCAA levy
- 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 College in respect of the student in order for the student to undertake the course
- d) Term: 9 - 10 weeks (four terms per year)
- e) Semester: 19 – 20 weeks (two semesters per year)

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 until the date that evidence of the new visa has been provided to the Admissions Office. A pro-rata refund will be offered if applicable.

*This policy should be checked and updated whenever this is a change in regulations about NC Standard 3, in Department of Immigration regulations, or when existing policies need to be adapted or strengthened.*

*Last updated February 2022*