


Document Title: Refund Policy – International Students Only	 EMMANUEL ANGLICAN COLLEGE <i>Learning ~ Living ~ Leading</i>
Section: International	
Date Updated: October 2023	

Refund Policy – International Students Only

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 the student's written agreement.

1. This policy outlines refunds applicable to course fees paid to Emmanuel Anglican College including course fees paid to an education agent to be remitted to the College.
2. Any service fees a student (or parent/legal guardian if the student is under 18 years old) pays directly to a third party are not within the scope of this refund policy.
3. The Application for Enrolment fee is non-refundable.
4. Payment of Course Fees and Refunds
 - (a) Fees are payable according to the College's Fees Policy as set out of the Schedule of Fees when forwarded.
 - (b) An itemised list of College fees is provided in the College's written agreement *[as per National Code of Practice for Providers of Education and Training to Overseas Students 2015 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 College 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, Emmanuel Anglican College.
6. 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 Home Affairs) and fails to start a course on 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 date. The Enrolment Application Fee will not be refunded, nor will the Homestay Placement Fee if Homestay has already been arranged.
 - (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.
**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 parents/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, the Enrolment Application fee and one term's tuition fee will be retained by the College. The remainder of tuition fees plus all non tuition fees will be refunded. The Homestay Placement Fee will not be refunded if Homestay has already been arranged.

(c) Non Commencement with notification of withdrawal:

If the College receives written notification of withdrawal by the student (or parents/legal guardian if the student is under 18) 4 or more weeks prior to commencement, the College will refund the course fees paid in advance less an Administration fee equivalent to two weeks tuition. The Enrolment Application Fee will not be refunded, nor will the Homestay Placement Fee if Homestay has already been arranged.

If the College receives written notification of withdrawal by the student (or parents/legal guardian if the student is under 18) less than 4 weeks prior to commencement of the course, the College will refund the course fees paid in advance less an Administration Fee equivalent to 4 weeks tuition. All refunds will be paid within 4 weeks of receiving the refund request from the student (or parents/legal guardian if the student is under 18).

Emmanuel Anglican College may consider refunding fees in full where the giving of timely notice has not been possible due to extenuating circumstances.

Note: If the student has not commenced their enrolment at the College but intends to enrol with another CRICOS provider, the rules regarding transfer contained in the Transfer Policy still apply.

(d) Refunds after commencement of a course:

If tuition fees for up to 1 semester have been received in advance: Where the student (or parent(s)/legal guardian if the student is under 18) notifies the College in writing of withdrawal before completing the semester, no tuition fees will be refunded.

If tuition fees for more than 1 semester have been received in advance: Where the College receives written notification of withdrawal by the student (or parent(s)/legal guardian if the student is under 18), the College will refund the amount of unused tuition fees less any non refundable payment on behalf of the student that has been made, provided that at least 10 weeks written notice of withdrawal has been received.

NB: Where less than 10 weeks' notice of withdrawal is received, the College will refund the amount of unused tuition fees less one semester's fees.

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

A cancellation fee of 100% of the current semester's fee is applicable 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 Student Progress, Attendance and Course Duration Policy.
- ii. Failure to maintain satisfactory attendance (visa condition 8202). Please see Student Progress, Attendance and Course Duration Policy.
- iii. Failure to maintain approved welfare and accommodation arrangements (visa condition 8532). Please see Accommodation and Welfare Policy.
- iv. Failure to pay course fees.
- v. Any behaviour identified as resulting in enrolment cancellation in Emmanuel Anglican College's Written Enrolment Agreement.

Any refund in the case of cancellation of a student's enrolment for failure to maintain Emmanuel Anglican 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.

8. Provider default

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

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.

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.

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 (TPS). 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).*
<https://www.legislation.gov.au/Details/F2014L00907>.

9. Change of Status

If the student changes visa status (e.g. becomes a temporary or permanent resident) the fees will continue to be paid as overseas student's rates for the duration of the year.

10. How to claim a refund

The student or parent/guardian must submit a request in writing to the Principal for the refund of fees. This request can be emailed to principal@eac.nsw.edu.au.



11. Definitions

- (a) *Non-tuition fees* – fees not directly related to provision of the student’s course, including accommodation, camps, text books, uniforms etc.
- (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* – A school year consists of four terms of 8 to 10 weeks per term, with a holiday break at the end of each term.
- (e) *Semester* – A semester (study period) is two terms.

Version Control Table			
Version Control	Date Effective	Approved By	Amendment
2021-1	October 2021	The Principal	Policy in created in accordance with CRICOS update 01 October 2021
2023-1	October 2023	The Principal	Policy reviewed and updated in accordance with CRICOS requirements