



Trustees of Edmund Rice Education Australia
Trading as
ST JAMES COLLEGE
*A Catholic School in the
Edmund Rice Tradition*



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INTERNATIONAL STUDENT 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 letter of offer - written agreement being signed as well as comprising part of student's written agreement.

1. This policy outlines refunds applicable to course fees paid to the school.
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 enrolment application fee is non-refundable.
4. **Payment of Course Fees and Refunds**
 - a. Fees are payable according to the St James College Student Fee Statement, available on the college website www.stjamescollege.qld.edu.au
 - b. An itemised list of school fees is provided in the St James College Letter of Offer – 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 Letter of Offer - Written Agreement unless the school receives written advice from the person who enters the Letter of Offer - 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 using the St James College Refund Request Form and submitted to the International Student Coordinator/other.
6. **Student default because of visa refusal**
 - a. 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, the school will refund within four weeks of receiving a written claim from the student the total amount of course fees received by the school before the student's default day, minus the lesser of
 - o 5% of the amount of course fees received, or
 - o AUD \$500
 - b. 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 of 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).

7. Student Default

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).

a. Non-tuition fees – fees not directly related to provision of the student’s course.

Unused non-tuition fees will be refunded by the College. The Application Fee is non-refundable. Students (or parent(s)/legal guardian if the student is under 18) may apply for a refund of Overseas Student Health Cover (OSHC) through their OSHC provider.

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, up to 80% tuition fees will be retained from tuition fees received by the school.

c. Non-Commencement with notification of withdrawal:

- If the school receives written notification of withdrawal by the student (or parent(s)/legal guardian if the student is under 18) 4 or more weeks prior to commencement, the school will refund the amount of tuition fees received less an administration fee of \$750 AUD (a processing administration fee).
- If the school receives written notification of withdrawal by the student (or parent(s)/legal guardian if the student is under 18) less than 4 weeks prior to commencement of the course, the school will refund 50% of the tuition fees received.

d. Refunds after commencement of a course:

- *If tuition fees for up to one semester have been received in advance:* Where the student (or parent(s)/legal guardian if the student is under 18) notifies the school in writing of withdrawal before completing the semester, no tuition fees will be refunded.
- *If tuition fees for more than one semester have been received in advance,* and the school receives written notification of withdrawal by the student (or parent(s)/legal guardian if the student is under 18), the school will refund the amount of unused tuition fees less \$750 AUD Administration Fee, provided that at least 4 weeks of written notice of withdrawal has been received.

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

- i. No refund of tuition fees will be made where a student’s enrolment is cancelled for any of the following reasons:
 - Failure to maintain satisfactory course progress (visa condition 8202). Please see Course Progress and Attendance Policy - www.stjamescollege.qld.edu.au
 - Failure to maintain satisfactory attendance (visa condition 8202). Please see Course Progress and Attendance Policy www.stjamescollege.qld.edu.au
 - Failure to maintain approved welfare and accommodation arrangements (visa condition 8532). Please see Accommodation and Welfare Policy - www.stjamescollege.qld.edu.au
 - Failure to pay course fees.
 - Any behaviour identified as resulting in enrolment cancellation in St James College’s Behaviour Policy/Code of Conduct. Please refer to the International Student Handbook - www.stjamescollege.qld.edu.au
- ii. Any refund in the case of cancellation of a student’s enrolment for failure to maintain St James Colleges’ agreed conditions of enrolment as outlined in the student’s Letter of Offer - 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 school.

8. Provider Default

- 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.
- c. 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>*

9. 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 FOR ST JAMES COLLEGE

- a. Non-tuition fees – fees not directly related to provision of the student's course, including Application Fee, Overseas Health Cover (OSHC), Queensland Curriculum and Studies Authority (QCAA) Levy, Uniforms and Homestay fees.
- b. Tuition fees – fees directly related to the provision of the student's course, including text books, laptop and charger.
- 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 – one term is equivalent to $\frac{1}{4}$ of one year. There are four terms in one year.
- e. Semester – one semester is equivalent to $\frac{1}{2}$ of one year. There are two semesters in one 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 for the duration of that billing period.

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