



Overseas Students: Refund Policy

This policy outlines when refunds of fees for Overseas Students are available from Cranbrook School (the School).

Rationale

Standard 3.4.2 of the *National Code of Practice for Providers of Education and Training to Overseas Students 2018* (National Code) requires the School to have processes in place for claiming a refund of tuition or non-tuition fees.

Under section 47D of the *Education Services for Overseas Students Act 2000* (Cth) (ESOS Act) the School must provide a refund if an Overseas Student or intending Overseas Student defaults. The amount of the refund (if any) is the amount set out in the written agreement entered into between the School and the Overseas Student in accordance with Standard 3 of the National Code. If the School pays a refund to an Overseas Student under section 47D, the School must pay the refund within the Provider Obligation Period (being four weeks after receiving a written claim from the Overseas Student).

Under section 47E of the ESOS Act the School must also provide a refund if the Overseas Student or intending Overseas Student defaults and either the School has not entered into an agreement that sets out refund obligations in relation to student default and meets the obligations of the National Code, or the School is not required to pay a refund because the student was refused a student visa.

If the School provides a refund under section 47E, it must give notice to the TPS Director and NESA within seven days after the end of the Provider Obligation Period. The notice must include whether the School provided a refund under section 47E, the details of the Overseas Student the refund was provided to and the details of the amount of the refund provided.

Section 470(5) of the ESOS Act allows the School to refuse to provide a refund if the Overseas Student or intending Overseas Student was refused a student visa and the refusal was due to a following act or omission by the student that directly or indirectly caused the student to default in relation to the course, being a failure to start the course on the agreed start day, withdrawal from the course or a failure to pay course fees.

The School is required to comply with the *Education Services for Overseas Students (Calculation of Refund) Specification 2014* (Refund Specification) which sets out the methods for calculating refunds of fees by a registered provider in the following circumstances:

- provider default;
- Overseas Student default where the provider has not entered into a written agreement with the Overseas Student that meets the requirements of section 47B of the ESOS Act; and
- Overseas Student default owing to visa refusal.

The Refund Specification requires that the amount of refund must be at least an amount equal to the course fees, minus the lesser of 5 per cent of the amount of the course fees received by the School in respect of the student before the default day or \$500.

Cranbrook School's Policy

The School will provide a refund to an Overseas Student or intending Overseas Student in the event that the default is by the Overseas Student or the School and the School is required under the provisions of the ESOS Act, to provide a refund.

The School will provide a refund to an Overseas Student or intending Overseas Student in the event the School, as a registered provider, defaults. Refer to the [Overseas Students: Default Policy](#).

Application Fee

The Application Fee is non-refundable.

Visa Application Rejected

Where evidence is provided that the application made by the Overseas Student for a Student Visa has been rejected by the Department of Home Affairs, the School will refund any amounts paid to the School for the Enrolment Fee and any Overseas Student Health Cover within 28 days of receipt of confirmation that the Student Visa application has been rejected.

Conditional Enrolment

Any amounts paid to the School for the Enrolment Fee and any Overseas Student Health Cover where the Overseas Student has not satisfied the conditions of a conditional offer of enrolment, and as a result the Overseas Student is not enrolled in the School will be refunded by the School within 28 days of confirmation the Overseas Student has not satisfied the conditions of a conditional offer of enrolment.

Enrolment Fee

The Enrolment Fee is not credited towards tuition or boarding fees.

Except in relation to a rejection of Student Visa application or failure to satisfy the conditions of a conditional offer of enrolment, Overseas Student default where the School has not entered into a written agreement with the Overseas Student that meets the requirements of section 47B of the ESOS Act, or in the case of default by the School (see the [Overseas Students: Default Policy](#)) the Enrolment Fee is not refundable, whether or not the Overseas Student commences at the School.

Cancellation of Enrolment by Parents Prior to Commencement

Where an Overseas Student's enrolment is cancelled by the parents prior to the Overseas Student commencing at the School, if the parents have not provided written notice of this cancellation to the Admissions Office by the date specified in the Enrolment Offer Letter, a cancellation fee is payable equal to:

- 100% of the tuition fees for one term if the Overseas Student was to be a day student; or
- 100% of the tuition and boarding fees for two terms if the Overseas Student was to be boarder.

Any tuition and boarding fees paid in advance in relation to the Overseas Student less any cancellation fee applicable as detailed above will be refunded by the School within 28 days of the receipt of written notification of cancellation by the parents

Cancellation of Enrolment by Parents Subsequent to Commencement

Where the parents cancel an Overseas Student's enrolment after the Overseas Student commences at the School, one full terms' notice in writing must be provided.

If such notice is not provided, a cancellation fee is payable equal to 100% of the tuition fees (and boarding fees if applicable) for one term.

Any tuition and boarding fees paid in advance in relation to the Overseas Student less any cancellation fee applicable as detailed above will be refunded by the School within 28 days of the receipt of written notification from the parents.

Cancellation of the Enrolment for Specified Reasons or Otherwise by the School

Where an Overseas Student's enrolment is cancelled for any of the following reasons after the commencement of a term, no refund of the tuition fees (and boarding fees if applicable) for the current term will be paid:

- Failure to maintain satisfactory course progress (visa condition 8202);
- Failure to maintain satisfactory attendance (visa condition 8202);

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- Failure to maintain approved welfare and accommodation arrangements (visa condition 8532);
 - Failure to pay course fees; or
 - Any behaviour identified as resulting in enrolment cancellation or termination in the *Enrolment Terms and Conditions – Overseas Students*.

Any tuition and boarding fees paid in advance in relation to the Overseas Student less the current terms' fees as detailed above will be refunded by the School within 28 days of the receipt of written notification from the parents.

Arrangements for Refunds

Requests for a refund must be made in writing, signed by the parents and addressed to the Headmaster.

Any outstanding debts to the School must be paid, or authorised in writing to be deducted from the refund, prior to the refund being paid.

Refunds will be reimbursed in Australian dollars within 28 days. Payment will be sent to the parents (or other person that initially made the payment of fees) in their home country, unless otherwise requested in writing by the parents.

Change in Visa Status

If an Overseas Student becomes an Australian resident during the course of studies or otherwise has a change of visa status such that they no longer require a Student Visa, there will be no adjustment to the fees paid for the remainder of the calendar year.

Tuition Protection Service

If for any reason the School is unable to offer a course before commencement, a full refund of the enrolment fee, and any pre-paid tuition fees (and boarding fees if applicable) will be made within 14 days of notification of course cancellation.

If for any reason the School is unable to continue to offer a course after commencement, a full refund of any pre-paid tuition fees (and boarding fees if applicable) for the proportion of the course not delivered will be made within 14 days of notification of course cancellation.

In these cases the Overseas Student will receive advice to seek assistance from the Australian Government's Tuition Protection Service (TPS). Overseas Students will be notified within three working days and the appropriate notifications made in PRISMS.

The TPS ensures that Overseas Students are able to either complete their studies in another course or with another education provider or receive a refund of their unspent tuition fees. Overseas Students will either be placed in an alternate course within 14 days or unspent fees will be refunded if an alternative course cannot be found. The outcome of this process will be reported in PRISMS within seven working days.

TPS is designed to maintain the integrity and international reputation of the industry and registered providers. As a registered provider, Cranbrook pays an annual Tuition Protection Service Levy for each calendar year. See www.tps.gov.au for more information.

Consumer Protection

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

Record Keeping

The School maintains evidence of compliance with this Policy by maintaining records of refund decisions and notifications made under this Policy. Records will be maintained in accordance with the [Overseas Students: Records Management and Retention Policy](#).