



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 enrolment application fee is non-refundable.
4. The testing fee is non-refundable (including all defaults and where testing may be requested before an interview, with the exception of visa refusal).

5. Payment of Course Fees and Refunds

a) Fees are payable according to Brisbane Adventist's College's International Fee Schedule. Payments can be made by any of the following:

- Direct Debit
- Cash, Card, Credit Card (At administration Office)
- Cheque (Made payable to Brisbane Adventist College)

Payment Detail are as follows: Brisbane Adventist College

Westpac

BSB: 034 002

Acc: 729 298

Westpac SWIFT code: WPACAU2S

- b) An itemised list of College fees is provided in the Written Student Enrolment Agreement [as per NC Standard 3.3.4] and the International Fee Schedule.
 - 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.
6. All notifications of withdrawal from a course, or applications for refunds, must be made in writing and submitted to the International Student Director.



7. 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 the lesser of 5% of course fees received or AUD \$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 fee 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.

**Calculations of the refund due in this case is prescribed by a legislative instrument (s>10 of Education Services for Overseas Students (Calculations of refund) Specifications 2014)*

8. Student default

- a) Any amount owing under this section will be paid within four 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, e.g. 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 50% 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 semester have been received in advance by the College and the College receives 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 \$150, enrolment fee of \$150 and testing fee \$100 (if paid and tested) 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 50% of the tuition fee if written notice is received less than four weeks prior to commencement of the course.
 - iii. After the commencement of the course, a student will be refunded any unused tuition fees, should written notification of the withdrawal date be received 10 weeks in advance.
 - iv. No amount will be refunded if no written notice is received once one term of the payment period has passed.



- e) If tuition fees have been received for two or more semesters, refund provisions under (d) will apply for tuition fees paid for the first two semesters 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 [College Policy: Course Progress].
 - ii. Failure to maintain satisfactory attendance (visa condition 8202). Please see [College Policy: Course Attendance].
 - iii. Failure to maintain approved welfare and accommodation arrangements (visa condition 8532). Please see [College Policy: Welfare and Accommodation].
 - iv. Failure to pay course fees. NB If payments of accounts are consistently late, students will face deregistration.
 - v. Any behaviour identified as resulting in enrolment cancellation in Brisbane Adventist College's Behaviour Policy/Code of Conduct. [Currently being updated]
- g) If Brisbane Adventist College cancels a student's enrolment for failure to maintain agreed conditions 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, any refund of tuition fee will be at the discretion of the College.

9. Provider Default

[Any default by the College 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 school, 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>

**Calculations of the refund due in this case is prescribed by a legislative instrument (s.7 of Education Services for Overseas Students (calculations of refund) Specification 2014). <http://www.comlaw.gov.au/Details/F2014L00907>*

10. This written agreement, and the right to make complaints and seek appeals of decisions and action under various processes, does not remove the right of the student to take action under 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 stationary not provided by the College, OSHC, Bus fees, homestay placement and relocation fee, homestay fee, testing fee, uniforms, QSA, compulsory camps, excursions, social activities, Year 12 events etc.
- b. **Tuition fees** – fees directly related to the provision of the student's course, including tuition, general service fees, ICT levy, maintenance and building fees.
- 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** – usually one term is 10 weeks in length.
- e. **Semester** – one semester is equal to two terms.

Change of Visa

1. When a student changes visa status (e.g. becomes a temporary or permanent resident), where this change results in a change in fee payments from international rates to local rates, she/he will continue to pay full overseas student fees for the duration of that school term in which the new visa was granted.
2. Evidence of the new visa status will be required before any change to tuition fee payments can be granted.