

BRISBANE GRAMMAR SCHOOL REFUND POLICY
FOR OVERSEAS STUDENTS

PURPOSE

This policy applies to an overseas student whether within or outside Australia who has applied for or obtained a student visa and who is enrolled with the School, regardless of the status of the visa application, and his Parent or Guardian.

This policy sets out the School's policy about refunding fees, including the amounts which may be refunded and the processes for providing a refund.

A copy of this policy will be provided to the Parent or Guardian of an overseas student prior to them entering into any agreement with the School or making any payment in relation to a registered course. This policy forms part of the agreement between the Parent or Guardian and the School in respect of the overseas student's enrolment.

DEFINITIONS

Agreed Starting Day means the day on which the Course was scheduled to start or a later day agreed between the School and the Parent or Guardian.

Course means the course the School is providing (or offering to provide) to the student as set out in the letter confirming the overseas student's offer of placement at the School.

Default Day means:

- (a) the Agreed Starting Day;
- (b) the day on which the Course ceased to be provided;
- (c) the day on which the student withdraws; or
- (d) the day on which the School refuses to provide the Course to the student.

ESOS Act means the *Education Services for Overseas Students Act 2000* (Cth) as amended or replaced from time to time.

Non-tuition Fees means those fees other than Tuition Fees listed as non-tuition fees in the letter confirming the overseas student's offer of placement at the School.

Parent or Guardian means the parent(s) or guardian(s) of the overseas student (or intending overseas student) who signed the letter confirming the overseas student's offer of placement at the School.

School means the Board of Trustees of the Brisbane Grammar School (trading as Brisbane Grammar School) who is a "registered provider" for the purposes of the ESOS Act.

Tuition Fees means any fees received by the School, directly or indirectly, from the Parent or Guardian that are directly related to the provision of a Course that the School is providing (or offering to provide) to the student.

REFUNDS

The enrolment application fee is not refundable in any circumstances.

1 *Where the School defaults*

If either:

- (a) the School does not start to provide the Course for the student by the Agreed Starting Date; or
- (b) the Course ceases to be provided to the student at any time after the Course starts, but before it is completed (including where the Course is not provided by the School due to a sanction under the ESOS Act),

and the student has not withdrawn from the Course by the Agreed Starting Date, then the School will be considered in default of the agreement set out in the letter confirming the overseas student's offer of placement at the School (**School Default**).

In the case of School Default, the following applies in relation to refunds:

(a) *Tuition Fees*

Any unspent Tuition Fees paid before the Default Day, that is, any tuition for which the Parent or Guardian has paid but which has not yet been delivered by the School to the student, will be refunded.

The School will calculate the amount to be refunded in accordance with the *Education Services for Overseas Students (Calculation of Refund Specification 2014)*. Currently the Specification provides for a proportionate refund based on the number of weeks between the Default Day and the end of the period to which the Tuition Fees relate.

(b) *Non-tuition Fees*

Non-tuition Fees will not be refunded in the event of School Default.

Any contrary decision to refund Non-tuition Fees in the event of School Default is at the Headmaster's absolute discretion and will be made on a case by case basis. The Parent or Guardian does not have a right to a refund in any case.

2 *Where the student defaults*

If the student is unable to start the Course on the Agreed Start Date or seeks to withdraw from the Course at any time, the Parent or Guardian must notify the School's Registrar of this in writing and provide the reason for the student's inability to start or withdrawal from the Course.

If the Course starts by the Agreed Starting Date but:

- (a) the student does not start the Course on that day and has not previously withdrawn from the Course; or
- (b) the student withdraws from the Course (either before or after the Agreed Starting Day); or
- (c) the School refuses to provide (or to continue to provide) the Course to the student because:
 - (i) the student or the student's Parent or Guardian has failed to pay an amount the Parent or Guardian was liable to pay to the School, directly or indirectly, in order for the student to undertake the Course;
 - (ii) the student has breached a condition of his visa; or
 - (iii) of misbehavior by the student (for example, a breach of the School's Code of Expectations and Behaviour for Students),

then the student will be considered in default of the agreement set out in the letter confirming the overseas student's offer of placement at the School (**Student Default**).

In the case of Student Default, the following applies in relation to refunds:

(a) Tuition Fees

Subject to the exception in section 2(c) below, Tuition Fees will not be refunded in the event of Student Default.

However, in a particular case, the Headmaster in his or her absolute discretion may decide to refund Tuition Fees in the event of Student Default.

(b) Non-tuition Fees

Subject to the exception in 2(c) below, Non-tuition Fees will also not be refunded in the event of Student Default.

However, in a particular case, the Headmaster in his or her absolute discretion may decide to refund Tuition Fees in the event of Student Default.

(c) Exception to section 2(a) and (b) – Student Default due to visa refusal

In the event that:

- (a) a student has been refused a student visa (the Parent or Guardian must produce evidence to the School that the application has been refused by the Australian immigration authorities); and
- (b) the refusal of the student visa was a reason for one or more of the following acts or omissions by the student that directly or indirectly caused the student to default in relation to the Course:
 - (i) the student's failure to start the Course on the Agreed Starting Day;
 - (ii) the student's withdrawal from the Course; or
 - (iii) the Parent or Guardian's failure to pay an amount that the Parent or Guardian was liable to pay to the School, directly or indirectly, in order for the student to undertake the Course,

then the School will provide a refund calculated in accordance with the *Education Services for Overseas Students (Calculation of Refund) Specification 2014*.

Currently the Specification provides for:

- (a) where the student fails to start the Course or withdraws from the Course on or before the Agreed Starting Day, a full refund minus the lesser of: (a) A\$500.00; or (b) 5% of the total amount of Tuition Fees and Non-Tuition Fees that the School received from the Parent or Guardian for the Course before the Default Day; or
- (b) otherwise, a proportionate refund of Tuition Fees only based on the number of weeks between the Default Day and the end of the period to which the Tuition Fees relate. Non-tuition fees will not be refunded.

3 Change to visa status

Where a student continues to have a visa, but the visa status changes (e.g. he becomes a permanent resident), this does not amount to Student Default, and the Parent or Guardian is not entitled to any refund of Tuition Fees or Non-tuition Fees. In this circumstance, all fees owing for the student for the remainder of that School year must be paid in accordance with the letter confirming the overseas student's offer of placement at the School.

PROCESS AND TIMEFRAMES FOR REFUNDS

Subject to the above, the following process and timeframes apply in relation to refunds:

1. Refunds by reason of School Default

The School will automatically provide the refund within 14 days after the Default Day.

2. Refund by reason of the exception – Student Default due to visa refusal

The School will automatically provide the refund within four weeks after the Default Day.

3. Arrangements

All refunds owed by the School in accordance with this policy will be:

- (a) paid directly to the Parent or Guardian, unless that person directs the School, in writing, to pay the refund to someone else; and
- (b) paid in Australian dollars (A\$)

Note: This policy and the availability of complaints and appeals processes do not remove the right of the student or Parent or Guardian to take action under Australia's consumer protection laws.