



# International Fees Refund Policy

<b>Status:</b>	Current	<b>Supersedes:</b> All previous Rockhampton Girls Grammar School International Fees Refund policies
<b>Authorised by:</b>	Executive	<b>Date of Authorisation:</b> June 2022
<b>References:</b>	<ul style="list-style-type: none"><li>• <i>RGGS-366-REF-FEE SCHEDULE – FFPOS</i></li><li>• <i>RGGS-061-POL-CODE OF BEHAVIOUR (STUDENTS)</i></li><li>• <i>RGGS-364-FRM-INTERNATIONAL WRITTEN AGREEMENT</i></li><li>• <i>RGGS-358-POL-INTERNATIONAL STUDENT COURSE PROGRESS &amp; ATTENDANCE POLICY</i></li><li>• <i>RGGS-357-POL-INTERNATIONAL ACCOMMODATION &amp; WELFARE POLICY</i></li><li>• <i>RGGS-251-GDL-INTERNATIONAL HANDBOOK</i></li><li>• <i>RGGS-427-PRO-INTERNATIONAL COMPLAINTS AND APPEALS PROCEDURE</i></li></ul>	
<b>Review Date:</b>	This policy will be reviewed as required by International Education Access.	
<b>Policy Owner:</b>	Board of Trustees of Rockhampton Girls Grammar School <i>trading as</i> Rockhampton Girls Grammar School CRICOS Provider No: 00508E	<b>Access:</b> S:\All Staff - Policies Procedures and Forms\INTERNATIONAL STUDENT DOCUMENTS\POLICIES & PROCEDURES <b>Publicly available:</b> SCHOOL WEBSITE



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## 1. PURPOSE OF THE POLICY

The purpose of this policy is to outline Rockhampton Girls Grammar School's approval for the refund of fees paid by international students and families.

## 2. 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 student's written agreement.**

This policy outlines refunds applicable to course fees paid to the School.

Any service fees a student (or parent(s)/legal guardian if the student is under 18 years) pays directly to a third party are not within the scope of this refund policy.

The International Enrolment Application Fee is non-refundable.

### Payment of course fees and refunds:

- a) Fees are payable according to the International Fee Schedule (*RGGS-366-REF-FEE SCHEDULE – FFPOS*)
- b) An itemised list of school fees is provided in the School's Written Agreement (*RGGS-364-FRM-INTERNATIONAL WRITTEN AGREEMENT*)
- 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 School receives written advice from the person who entered into the Written Agreement to pay the refund to someone else.

All notification of withdrawal from a course, or applications for refunds, must be made in writing and submitted to the Enrolments Officer.

### 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 Immigration) 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.
- 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).*

### Student default:

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).

- a) Non-tuition fees:  
Non-tuition fees will be refunded on a pro rata basis proportional to the amount of the 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, a maximum of ten weeks tuition fees will be retained from tuition fees received by the school. The balance of tuition fees will be refunded to the student.

c) Non-commencement with notification of withdrawal:

- i. If the School receives written notification of withdrawal by the student (or parent(s) / legal guardian if the student is under 18) four or more weeks prior to commencement, the School will refund the amount of tuition fees received less an administration fee of \$500.
- ii. If the School receives written notification of withdrawal by the student (or parent(s) / legal guardian if the student is under 18) less than four weeks prior to commencement of the course, the School will refund 75% of the tuition fee.

d) Refunds after commencement of a course:

- i. If tuition fees for up to one term 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 relevant term/semester, no tuition fees will be refunded
- ii. If tuition fees for more than one term have been received in advance:  
If fees for more than one term/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 one term's fees, provided that at least ten weeks written notice of withdrawal has been received  
NB: Where less than ten weeks' notice of withdrawal is received, the School will refund the amount of unused tuition fees less two term's fees.

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 refer International School Course progress, attendance and course duration policy (*RGGS-358-POL-INTERNATIONAL STUDENT COURSE PROGRESS & ATTENDANCE POLICY*)
  - Failure to maintain satisfactory attendance (visa condition 8202). Please refer International School Course progress, attendance and course duration policy (*RGGS-358-POL-INTERNATIONAL STUDENT COURSE PROGRESS & ATTENDANCE POLICY*)
  - Failure to maintain approved welfare and accommodation arrangements (visa condition 8532). Please refer International Accommodation and Welfare Policy (*RGGS-357-POL-INTERNATIONAL ACCOMMODATION & WELFARE POLICY*)
  - Failure to pay course fees
  - Any behaviour identified as resulting in enrolment cancellation in Rockhampton Girls Grammar School's Code of Behaviour (*RGGS-061-POL-CODE OF BEHAVIOUR – STUDENTS*).
- ii. Any refund in the case of cancellation of a student's enrolment for failure to maintain Rockhampton Girls Grammar School'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 school.

**Provider Default:**

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.

If for any reason the School is unable to continue offering a course after the student commences, 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.



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 TPS, please refer <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>.

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.

### **Change of VISA Status:**

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 year.

### **Definitions**

**Non-tuition fees** – fees not directly related to provision of the student's course, including boarding fees, stationery, uniform fees, OSHC, QCAA fees, ELS, Year level camps, excursions (if not curriculum related), extra-curricular activities, social events.

**Tuition fees** – fees directly related to the provision of the student's course, including tuition fees, international bond, confirmation fee, sundry expenses levy, ICT levy, capital levy, textbook levy, subject specific excursions.

**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.

**Term** – as per the school calendar, there are four terms per school year, usually between 8 to 10 weeks

**Semester** – there are two terms per semester.