

Trinity Lutheran College Refund Policy



- 1) This policy outlines refunds applicable to Course Fees paid 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 application fee is non-refundable.
- 4) Payment of Course Fees and Refunds
 - a) Fees are payable according to the College's Fee Schedule
 - b) An itemised list of College fees is provided in the College's 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 Written Agreement unless the College receives written advice from the person who enters into the Written Agreement to pay the refund to someone else.
- 5) All notifications of withdrawal from a course, or applications for refunds, must be made in writing and submitted to the Head of College.
- 6) 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
 - i) 5% of the amount of course fees received, or
 - ii) AUD 500
 - b) If a student whose visa has been refused withdraws from the course after it commenced, the College will retain the amount of the tuition fees proportionate to the amount of the course the student has undertaken and will refund any of the unused tuition fees* received by the College with respect to the student within the period of four weeks of the day of the student default. **Calculation of the refund due in this case is prescribed by a legislative instrument (s.10 of Education Services for Overseas Student (Calculation of Refund) Specification 2014.)*
- 7) 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)/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 time the student was studying 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, the equivalent of one term's tuition fees will be retained by the College and any tuition fees remaining after that amount will be returned.
 - c) Non-commencement with notification of withdrawal:
 - i) If the College receives written notification of withdrawal by the student (or parent(s)/guardian if the student is under 18) four or more weeks prior to commencement, the College will refund the amount of tuition fees received less the Enrolment Application Fee and an administrative fee of AUD500.
 - ii) If the College receives written notification of withdrawal by the student (or parent(s)/guardian if the student is under 18) less than four weeks prior to commencement of the course, the equivalent of one term's tuition fees will be retained by the College and any tuition fees remaining after that will be returned.
 - d) Refunds after commencement of the course:
 - i) If tuition fees for up to 1 term have been received in advance: Where a student (or parent(s)/guardian if the student is under 18) notifies the College in writing of withdrawal before completing the term, no tuition fees will be refunded.
 - ii) If tuition fees for more than 1 term have been received in advance: If fees for more than one term have been received in advance, and the College received written notification of withdrawal by the student (or parent(s)/guardian if the student is under 18), the College will refund the amount of unused tuition fees less an administrative charge of AUD500, provided that at least ten weeks' written notice of withdrawal has been received.

Please note that where less than ten weeks' notice of withdrawal is received, the College will retain the tuition fees paid. Also, no College Reports or Certificates of Attendance will be issued if there are any outstanding fees due at the time of the student withdrawal.
 - e) Refunds in the event of a College/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 page 119
 - Failure to maintain satisfactory attendance (visa condition 8202). Please see page 119
 - Failure to maintain approved welfare and accommodation arrangements (visa condition 8532).
 - Failure to pay course fees
- ii) Any behaviour identified as resulting in enrolment cancellation in Trinity Lutheran College's Behaviour Management Policy. Please see Policy in Parent Portal.
- iii) Any refund in the case of cancellation of a student's enrolment for failure to maintain Trinity Lutheran College's 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, will be at the discretion of the College.
- 8) 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 date.
- 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 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 College's default day.
- *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>.*
- 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>.
- 9) Change of visa status: If a student changes visa status (e.g. becomes a temporary or permanent resident) full overseas student's fees will be paid for the duration of that calendar year.
- 10) The 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

Non-tuition fees	Fees not directly related to provision of the student's course, including Welfare Fee, Fees relating to Homestay provision and OSHC.
Tuition Fees	Fees directly relates to the provision of the student's course, including prescribed year level camp fees.
Course Fees	The sum of tuition and non-tuition fees received by the College in respect of the student in order for the student to undertake the course.
Term	There are four terms in one calendar year
Semester	There are two semesters in one calendar year and they are each made up of two terms.