



Lourdes Hill College

International Students Fees and Refund Policy

Responsibility

Principal

Point of Contact

Director of International Education
Business Manager

The purpose of this policy is to provide written processes to ensure all parties understand their obligations, responsibilities and rights under current State and Federal legislation in relation to tuition and non-tuition monies and refunds.

A copy of this policy was provided in the Lourdes Hill College Enrolment Pack prior to the student's enrolment for the purpose of providing full information regarding fees and refunds and to assist in the process of informed and clear decision-making about the student's enrolment at the College.

Parents/guardians and students have signed a Written Agreement with full access to and knowledge of this policy and have confirmed with their signature that the policy was provided, understood and accepted.

This policy outlines tuition and non-tuition fees and refunds applicable to course fees paid to the College. This policy applies to all parties including students, parents/guardians, agents and the College in the case of termination of enrolment, student or provider default.

Any service fees a student or parent/guardian pays directly to a third party are not within the scope of this refund policy.

Payment of Course Fees and Refunds

Fees are payable according to the Lourdes Hill College International Student Fees Schedule. A copy of the Fees Schedule is provided in the Enrolment Pack and online at www.lhc.qld.edu.au.

An itemised list of school fees is outlined in the Fees Schedule for International Students which is issued annually by the College in November of the preceding year for which the Schedule applies.

All fees must be paid in Australian dollars. Refunds will be reimbursed in Australian dollars. Refunds will be paid to the person who enters into the Written Agreement only unless a specific recipient is advised by the person who entered into the Written Agreement.

All notification of withdrawal from a course, or applications for refunds, must be made in writing and submitted promptly to the Director of International Education.

Student default because of Visa refusal

If a student's visa application is refused by the Department of Immigration and Citizenship and the student cannot undertake the course, the school will refund within four weeks any unspent pre-paid fees where the student produces evidence that the application made by the student for a student visa has been refused by the Australian immigration authorities, minus the lesser of 5% of the amount of pre-paid fees received or AUD 500.

Student default in other cases

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), or within two months if a written claim is not received.

Non-tuition fees will be refunded 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.

If up to two semester's tuition fees have been prepaid, 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 prepaid fees less the following amounts:

- a) An administration fee of \$500 if written notice is received up to ten weeks prior to commencement of the course.
- b) 50% of the tuition fee if written notice is received less than ten weeks prior to commencement of the course.
- c) 50% of any unspent pre-paid tuition fees on a pro rata basis, up to a maximum of one term's fees, if written notice is received within six months following the commencement date of the student's course.

No amount will be refunded if written notice is received more than six months after the commencement date of the student's course.

If more than two semester's tuition fees have been prepaid in one amount, refund provisions under (b) will apply for tuition fees paid for the first two semesters, and any remaining unspent tuition fees after this will be refunded.

Unspent pre-paid fees – in the case of the school not being able to provide the course in which the student is enrolled, unspent prepaid tuition fees will be calculated according to a Legislative Instrument: <http://www.comlaw.gov.au/Details/F2012L01351>.

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 the Lourdes Hill College Discipline and Welfare Policy at www.lhc.qld.edu.au

Failure to maintain satisfactory attendance (Visa condition 8202).
Please see the Lourdes Hill College Discipline and Welfare Policy
at www.lhc.qld.edu.au

Failure to maintain approved welfare and accommodation arrangements (Visa condition 8532). Please see the Lourdes Hill College Discipline and Welfare Policy
at www.lhc.qld.edu.au.

Failure to pay course fees.

Any behaviour identified as resulting in enrolment cancellation in Lourdes Hill College's
Discipline and Welfare Policy.

Provider Default

[Any default by the school 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 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 unspent pre-paid tuition fees* paid to the school will be made within 14 days of the agreed course starting day.
- b) If for any reason the school 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 unspent pre-paid tuition fees* paid to the school will be made within 14 days of the course 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 the TPS, please see: <https://tps.gov.au/StaticContent/Get/StudentInformation>.

If the student changes visa status (e.g. becomes a temporary or permanent resident) she will continue to pay full international student's fees for the duration of that year. A place as a domestic student is not guaranteed to any international student upon a change in their visa status.

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

Definitions

- a. *Course money – includes tuition fees and non-tuition fees.*
- b. *Non-tuition fees – fees not directly related to provision of the student's course, including Qld Studies Authority Visa Fee, Student Health Cover, Homestay Charges, uniforms and stationery.*
- c. *Pre-paid fees - tuition fees received by the school for a study period of the student's*

course before the student begins the study period.

- d. Tuition fees – fees directly related to the provision of the student’s course, including Core Tuition Fees, Core Programme Fees and Levies and Administration Service Fee.

* Unspent pre-paid fees – in the case of the school not being able to provide the course in which the student is enrolled, unspent prepaid tuition fees will be calculated according to a Legislative Instrument: <http://www.comlaw.gov.au/Details/F2012L01351>

LEGISLATIVE REFERENCES

i. Queensland legislation:

Education (Overseas Students) Regulation 1998:

<http://www.legislation.qld.gov.au/LEGISLTN/CURRENT/E/EducOverStuR98.pdf>

See Part 2 s7 Policy about refunding fees

ii. Education Services for Overseas Students (ESOS) legislative framework

<https://aei.gov.au/regulatory-information/pages/regulatoryinformation.aspx>

The National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007 <https://aei.gov.au/Regulatory-Information/Education-Services-for-Overseas-Students-ESOS-Legislative-Framework/National-Code/Pages/default.aspx>

See Part D Standards

2.1.e

3.1.c

3.2(a-d)

Education Services for Overseas Students (ESOS) Act 2000

<http://www.comlaw.gov.au/comlaw/management.nsf/lookupindexpagesbyid/IP200401844?OpenDocument>

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Legislative Instruments

Calculation of the amount of unspent pre-paid fees – other cases
<http://www.comlaw.gov.au/Details/F2012L01378>

Calculation of the amount of unspent pre-paid fees – provider
default <http://www.comlaw.gov.au/Details/F2012L01351>