

## International Students

### Refund Policy

#### 1. Policy

Prior to enrolment, Kennedy Baptist College is committed to providing clear and accurate information to international student visa applicants about refunds applicable to course fees paid to the College.

#### 2. Purpose

The purpose of this Policy is to ensure compliance with *the Education Services for Overseas Students (ESOS) Act 2000*, *ESOS Regulations 2019*, the *National Code of Practice for Providers of Education and Training to Overseas Students 2018 (The National Code 2018)* and *Australian Consumer Protection Laws*.

This policy aims to facilitate refunds in the case of cancellation by either party.

#### 3. Scope

This Policy applies to international student visa applicants and their parents/guardians seeking enrolment at Kennedy Baptist College, and to all international students and their parents/guardians for the duration of their enrolment at the College.

This Policy should be read in conjunction with the College's *Fees and Charges Brochure for International Students* available on the College website:  
<https://www.kennedy.wa.edu.au/enrolments/international-students/>.

#### 4. Definitions

**Compassionate or compelling circumstances** are generally those beyond the control of the international student and which have an impact upon the student's course progress or well-being. These could include, but are not limited to:

- Serious illness or injury, where a medical certificate states that the student was unable to attend classes;
- Bereavement of close family members such as parents or grandparents (where possible a death certificate should be provided);
- Major political upheaval or natural disaster in the home country requiring emergency travel and this has impacted on the student's studies; or
- A traumatic experience, which could include:
  - Involvement in, or witnessing of a serious accident; or
  - Witnessing or being the victim of a serious crime, and this has impacted on the student. These cases should be supported by police or psychologists' reports.

**Enrolment bond** is a one-time payment, payable at enrolment, that is refunded when requested on student graduation or withdrawal, after all costs and fees have been recovered.

**Non-tuition fees** are fees not directly related to provision of the student's course including but not limited to Overseas Student Health Cover (OSHC), course materials and textbooks, uniforms, resource fees, camps and yearbook. Non-tuition fees will be refunded on a pro-rata bases 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.

**Pre-paid fees** are tuition fees relating to a future study period, received by the College before the student starts the study period.

**Tuition fees** are fees directly related to the provision of the student's course and include Student Accident Insurance and basic excursion fees.

**Unspent pre-paid tuition fees** will be calculated according to a Legislative Instrument: <https://www.legislation.gov.au/Details/F2014L00907>.

Reference made to **student** includes the parents/legal custodians responsible for paying the student's fees.

## 5. College Fees

Fees (tuition and non-tuition) are approved by the College Board and subject to change without notice. All fees will be subject to variation as a result of any changes in Australian Government laws, regulations and charges.

Fees are payable by Semester, three (3) months in advance. Fees for Semester 1 are due in November of the preceding year and fees for Semester 2 are due in April of Semester 1.

Fees are payable in Australian dollars.

## 6. Refund Applications

Refund requests must be submitted to the Registrar using the *Application for Refund* available from the Registrar. The date of application for refund is the date when the completed form is received by the Registrar or the date/time of the email. Verbal notification is not valid.

Where an application for refund is submitted via email and the email is received outside of business hours<sup>1</sup>, the receipt will be deemed 9:00am of the next business day.

Refunds will be paid within four (4) weeks of receipt of the completed and signed *Application for Refund* together with supporting documents, in accordance with the provisions of this Policy. Where refund applications are received later than two

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<sup>1</sup> Business hours are Monday to Friday between 8.30am and 4.30pm, excluding Public Holidays and College holiday periods as listed on the College website.

(2) weeks prior to the end of the school year, the receipt date will be confirmed, approximately, mid-January the following year.

The College must have received funds in order for any refunds to be made available (i.e. cheques are cleared, international fund transfers have been received).

Any refunds will be made in Australian dollars into the nominated bank account. No compensation will be made for exchange rate differences, international transfer costs or commissions paid during foreign currency exchange.

Refund payments will be made to the student or the person responsible for paying the tuition fees as specified in the *Written Agreement* or their nominated third party.

A statement of how the refund amount has been calculated will be forwarded to the person who entered into the *Written Agreement*.

Refund of tuition fees will be calculated under the *Education Services for Overseas Students (Calculation of Refund) Specification 2014*:

<https://www.legislation.gov.au/Details/F2014L00907>.

The refund process reflects the commitment by the College to hold placements as accepted by students and the amount of administrative and school resources consumed at the various stages of being enrolled at the College.

An Administration Fee<sup>2</sup> of \$500 will be charged and deducted from calculated refund fees.

The Principal makes the final decision on refund requests.

Where parents/guardians are dissatisfied with a decision to provide or not to provide a refund they may appeal the decision in accordance with the College's *Complaints and Appeals Policy*. The *Refund Policy*, the *Written Agreement* and the availability of Complaints and Appeals Processes, does not remove the right of the student to take action under the *Australian Consumer Protection Laws*.

## **7. Student Default**

### **7.1 Visa Refusal**

All tuition and non-tuition fees paid in advance will be refunded in full, less the \$500 Administration Fee, within four (4) weeks if a visa application is refused. Refund on visa rejection will require a copy of the notification from the Department of Home Affairs (DHA).

If a student whose visa has been refused withdraws from the course after it has started, the College will retain the amount of tuition fees proportionate to the amount of the course the student has undertaken and will refund any unspent pre-paid tuition fees received by the College with respect to the student, less

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<sup>2</sup> Under Australian law, the College is allowed to keep 5 per cent of the fees paid or \$500, whichever is the lowest amount.

the \$500 Administration Fee, within the period of four (4) weeks after the day of student default.

## **7.2 Non-Commencement With Notice**

If the student withdraws their enrolment, prior to their commencement, the College will refund the tuition and non-tuition fees, less the \$500 Administration Fee, within four (4) weeks after notice is given by the student in writing.

## **7.3 Non-Commencement Without Notice of Withdrawal**

If the student cancels or withdraws before commencement of their studies, without giving notice to the Registrar, in writing, the College will retain a fee equal to ten (10) school weeks' tuition and the balance of the tuition and non-tuition fees paid in advance will be refunded. Refer to section 6 Applications for Refund to request the refund of fees (tuition and non-tuition). The refund will incur the \$500 Administration Fee and paid within four (4) weeks of receiving the request.

## **7.4 Refunds After the Commencement of Studies**

If a student cancels or withdraws after commencement of studies, the College will require at least ten (10) school weeks' notice (not including scheduled school holidays) of a student's withdrawal, in writing to the Registrar or the payment of ten (10) school weeks' tuition fee in lieu of the required notice.

All notifications of withdrawal from the College must be made in writing and submitted to the Registrar via [registrar@kennedy.wa.edu.au](mailto:registrar@kennedy.wa.edu.au) - verbal notification is not valid.

In addition to giving notice of withdrawal, a refund application is to be submitted as outlined in Section 6 – Refund Applications.

On receipt of written notice of withdrawal and the refund application, the balance of the unspent pre-paid tuition and non-tuition fees, less the \$500 Administration Fee, will be refunded within four (4) weeks of receiving the request.

## **7.5 Special Circumstances**

- Where a student withdraws from the College and returns home because of **compassionate or compelling circumstances**, 100% of all the unspent pre-paid tuition fees and non-tuition fees will be refunded, less the \$500 Administration Fee.
- If a student and/or their parents/guardians provided false or misleading information, **no** refund will be provided.
- **No** refund or discount is provided due to late arrivals.

- The \$50 Application Fee is non-refundable.

## 7.6 Failure to Maintain Visa Conditions as Listed

Unless approved by the Principal, no refund of tuition and non-tuition fees will be made where the student's enrolment is cancelled for the following reasons:

- Failure to maintain satisfactory **course progress**, refer to *Visa Condition 8202* and the *Course Progress Policy*;
- Failure to maintain satisfactory **course attendance**, refer to *Visa Condition 8202* and the *Course Attendance Policy*;
- Failure to maintain **approved Welfare and Accommodation arrangements**, refer to *Visa Condition 8532* and the *Students under 18 Welfare and Support Policy*;
- Any serious breaches of the *Student Code of Conduct* and College Policies;
- Any behaviour identified as resulting in enrolment cancellation, refer to the *Deferment, Suspension or Cancellation of Study Policy*;
- **Failure to pay** fees.

## 8. Other Fees

Specific refund provisions for certain fees may also apply in cases of student default.

### 8.1 Overseas Health Cover

Cancellation before course starts – full refund of the fees paid for this cover (where OSHC was being organised by the College). If the OSHC is in place, the student has to apply to the Health Care Cover provider.

Cancellation after course starts is by application to the Health Care Cover provider.

### 8.2 Enrolment Bond

The Enrolment Bond will **not be refunded** unless,

- at least, ten (10) school weeks' notice (not including scheduled school holidays) of a student's withdrawal is given to the Registrar, in writing;
- if the College resources have not been returned; or
- if the student's enrolment has been cancelled.

The bond is refundable after all costs have been recovered (e.g. for College library books not returned or for student damage to College resources and equipment) and fees have been paid in full on leaving the College.

The *Application for Bond Refund* is available from the Registrar.

### 8.3 Change in Student's Visa Status

If there is a change in a student's visa status during the year, they will continue to pay the full overseas student fees until Australian Government funding for that student is received by the College. Students will be entitled to pay domestic student fees for the period covered by government funding.

## 9. Provider Default

If for any reason the College is **unable to offer a course on an agreed starting day** and the student for some reason cannot be placed or refuses placement in an alternative course arranged by the College, then a full refund of any unspent pre-paid tuition fees paid to the College will be made within 14 days of the agreed course starting day.

If for any reason the College is **unable to continue offering a course** after the student has commenced the course, and the student for some reason cannot be placed or refuses placement in an alternative course arranged by the College, then a full refund of any unspent pre-paid tuition fees paid to the College will be made within 14 days of the College's default date.

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 advice to seek assistance from the Australian government's Tuition Protection Service (TPS).

For information on the TPS refer to:

<https://tps.gov.au/StaticContent/Get/StudentInformation>.

## 10. Outstanding Fees

In the case of student or College default (as outlined in this Policy), any outstanding fees to the College become due within seven (7) days.

Any costs incurred by the College to recover outstanding fees will be charged to the student.

Unpaid fees will be recorded as a debt and legal action taken to recover unpaid fees and charges. All associated debt collection costs incurred by the College will be added to the outstanding debt.

<b>Adopted By:</b>	Principal, Mr Mark Ashby <b>Date Adopted:</b> 13/09/2019	<b>Date Reviewed:</b> 01/09/2021 <b>Updated:</b> 09/06/2022
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