



ST THOMAS MORE COLLEGE REFUND 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.

1. This Policy outlines refunds applicable to course fees paid to the College including any course fees paid to an education agent to be remitted to the College. E.g. in the case of course fees collected by AIECG.
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. Payment of Course Fees and Refunds
 - a) Fees are payable according to the College's Fees Policy and invoice issued.
 - b) An itemised list of school fees is provided in the school's written agreement [as per NC Standard 3.3.4.b], enrolment information pack and in the International Students Handbook.
 - 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 the written agreement to pay the refund to someone else.
4. All notification of withdrawal from a course, or application for refunds, must be made in writing and submitted to the College Principal.
5. Where a student has failed to meet the conditions of the offer of enrolment, the school will inform the student (or parent(s)/legal guardian if the student is under 18) in writing of the decision not to proceed with the enrolment as soon as practicable. In this case, the total amount of course fees received by the school for this student are refundable.
 - a) A copy of the STMC Refund Policy and Refund Application form will be included in the written correspondence to the student, informing them of their right to apply for a refund.
 - b) If the student (or parent(s)/legal guardian if the student is under 18), wishes to make an application for a refund, the STMC Refund Application form must be completed and lodged in writing (including by email attachment)
 - c) The school will refund within four weeks of receiving a written claim from the student, the total amount owing according to the terms of this Refund Policy.
6. 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 Border Protection) 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,
 - minus the lesser of 5% of the amount of course fees received, or
 - AUD \$500.
 - 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.

Note: *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](#)).



7. Student default – due to change of mind

For all overseas students, payments may be received one Semester in advance only.

- a) Any amount owing under this section will be paid within 4 weeks of receiving a written claim from the student (or parent(s)/legal guardian if the student is under 18).
- b) In all instances, 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.
- c) If the student does not provide written notice of withdrawal, and does not start the course on the agreed starting date, a cancellation fee of \$1,000 will be withheld from the refund of the tuition fees.
- d) Where payment has been received by the school, 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:
 - i. Refund the balance of the tuition fees less \$500 if written notice is received four weeks or more prior to commencement of the course.
 - ii. Refund the balance of the tuition fees less \$700 if written notice is received between 1 day and 4 weeks prior to commencement.
 - iii. Not refund any tuition fees after the course has commenced.
- e) No refund of tuition fees will be made where a student's enrolment is cancelled for any of the following reasons:
 - i. Failure to maintain satisfactory course progress (visa condition 8202). Please see International Student Handbook
 - ii. Failure to maintain satisfactory attendance (visa condition 8202). Please see International Student Handbook
 - iii. Failure to maintain approved welfare and accommodation arrangements (visa condition 8532). Please see International Student Handbook
 - iv. Failure to pay course fees.
 - v. Any behaviour identified as resulting in enrolment cancellation in the Student Behaviour Support Plan. Please see International Student Handbook

8. Provider default

- 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 unused tuition fees* received by the school with respect to the student 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 unused tuition fees* received by the school with respect to the student will be made within 14 days of the school's default day.
- c) 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>.

**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>.

Textbooks

The College Library purchases all textbooks for all students. Families are charged a textbook levy included in their School Fees. All textbooks and library books are clearly marked as the property of St Thomas More College and it is important for this system to work that all books are cared for while in use and promptly returned to the College after use. If books are lost or unreasonably damaged the student will be required to pay for a replacement. **If the resources are unreasonably damaged, a flat fee will be charged.**

Notes:

- i. 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.
- ii. If the student changes visa status (e.g. becomes a temporary or permanent resident) mid-term, any unallocated fees from the end of the term following the date of the request, will be held by STMC. These funds will be allocated against domestic fees charged against the student's account. If the student leaves prior to the full allocation of these monies, normal domestic fee refund policies will apply.

Definitions

- a. **Non-tuition fees** – fees not directly related to provision of the student's course, including Overseas Student Health Cover, Qld Curriculum and Assessment Authority Fees, Uniform Costs, Homestay placement or transfer costs, Airport pickup, Homestay fees per semester, Storage for possessions over holidays, Administration charge for refunds, stationery, Senior Formal.
- b. **Tuition fees** – fees directly related to the provision of the student's course, including annual fee amount for students in Yrs 7 – 10 and annual fee amount for students in Yr 11 -12.
- c. **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.
- d. **Term** – between 9 – 11 weeks, there are 4 x terms per school year
- e. **Semester** – roughly equivalent to 2 x terms

THE REFUND POLICY WAS LAST UPDATED BY Helen Robin ON 06/02/2018



STMC APPLICATION FOR REFUND

STUDENT DETAILS			
Family Name		Given Name	
Preferred		Year Level / Homeroom	

(PLEASE TAKE CARE TO COMPLETE CLEARLY AND CORRECTLY IN ENGLISH TO ALLOW FOR FASTER PROCESSING)

REFUND DETAILS			
Amount of Refund Requested (in AUD) (Refer to St Thomas More College Refund Policy)			
Date Fees Paid		For Period (i.e. Semester / Term / Year)	
Reason for Refund (Either supply details here or attach documentation explaining reason why refund is being requested.)			
Refund to be Paid By	Bank Transfer	Cheque	TT
Cheque to be Addressed To		Name	
		Address	
		Bank Details	
		Name of Bank	
		Account Name	
		BSB/Swift Code	
	Account Number		
	Address of Bank		

PARENTAL PERMISSION	
I give permission for monies to be refunded to the person indicated above.	
* Parent's Signature	Date

OFFICE USE ONLY				
Reason for request meets St Thomas More College Refund Policy.	Yes	No	Details	
Amount Paid		Amount to be Withheld		
Withheld Reasons				
Approved (CLT Member)		Date		