

International Student Refund Policy

International Student Program

Statement

A copy of Ipswich Girls' Grammar School including Ipswich Junior Grammar School's (the School) Refund 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.

The International Student Refund Policy is available on the School website and in the International Student handbook at <https://iggs.qld.edu.au/why-iggs/international/international-policies-and-forms/>.

Scope

This policy applies to school staff, agents, international students and their parents/legal guardians.

Responsibility

The Principal & CEO has the primary responsibility for this policy.

The following staff are responsible for ensuring compliance with this policy:

- Deputy Principal
- Chief Financial Officer/Secretary to the Board of Trustees
- Accounts Payable/Purchasing
- Enrolments Registrar

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) pays directly to a third party are not within the scope of this refund policy.

The enrolment application fee is non-refundable.

Payment of Course Fees and Refunds

- Fees are payable according to the School's 2020 Fee Payment Policy on the website: <https://iggs.qld.edu.au/enrol/fees/>
- An itemised list of school fees is provided in the School's written agreement *[as per NC Standard 3.3.4]*
- All fees must be paid in Australian dollars unless requested otherwise. Refunds will be reimbursed in the same currency as fees were received.
- Refunds will be paid to the person who enters into the written agreement unless the School receives written advice from the person who enters the written agreement to pay the refund to someone else.

All course withdrawal notifications, or applications for refunds, must be made in writing and submitted to the Principal & CEO at principal@iggs.qld.edu.au.

Students must complete the International Student Refund Request Form when applying for a refund. This form is located on the School website at:

<https://iggs.qld.edu.au/why-iggs/international/international-policies-and-forms/>.

Student default because of visa refusal

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, minus the lesser of:

- 5% of the amount of course fees received, or
- AUD 500.

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 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.

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).

Non-tuition fees

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.

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, one term's tuition fees will be retained from tuition fees received by the School.

Non-Commencement with notification of withdrawal:

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 enrolment application fee of \$110.

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 50 % of the tuition fee.

Refunds after commencement of a course

If tuition fees for up to one study period 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 study period, no tuition fees will be refunded.

If tuition fees for more than one study period have been received in advance: If fees for more than one study period 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 one term's written notice of withdrawal has been received.

NB: Where less than one term's notice of withdrawal is received, the School will refund the amount of unused tuition fees less two term's fees.

Refunds in the event of a provider-initiated cancellation of enrolment

Please note: Policies for International Students including the International Student handbook are available on the School's website at <https://iggs.qld.edu.au/why-iggs/international/international-policies-and-forms/>.

Please refer to the School's Deferment, Suspension and Cancellation Policy and the International Student Handbook for further information.

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).
- Failure to maintain satisfactory attendance (visa condition 8202).
- Failure to maintain approved welfare and accommodation arrangements (visa condition 8532).
- Failure to pay course fees.
- Any behaviour identified as resulting in enrolment cancellation in the School's Student Code of Conduct and Behaviour Management Policy.

Any refund in the case of cancellation of a student's enrolment for failure to maintain the 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

Any default by the School must be compliant with the current provisions of the ESOS Act 2000 and the ESOS Regulations 2019.

- If for any reason the School 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 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 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.

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>.

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.

Definitions

Non-tuition fees – fees not directly related to provision of the student’s course, including:

- *Refundable Security Deposit (*one-off fee payable on the acceptance of a placement offer*)
- Overseas Student Health Cover
- Uniforms
- Textbook Refundable Bond (Years 7 to 12)
- QCAA Fees (Year 11 and 12 only)
- Stationery
- Year Level Camps
- Boarding Fees (Weekly and Full-time)
- Boarders Activity Levy (Weekly and Full-time)

Tuition Fees - fees directly related to the provision of the student’s course, including

- Day Student Fees
- Annual IT Levy
- Instrumental Program Levy (Prep to Year 6 only)
- *Confirmation Fee (*one-off fee payable on the acceptance of a placement offer*)
- Year Level Textbook Hire (Years 7 to 12)
- Non-resident of QLD Textbook Levy (Years 7 to 12)
- Hospitality Levy (Years 9-11)
- Excursions/competitions/subject camps (Years 7 to 12)
- Confirmation Fee

Course fees - the sum of tuition fees and non-tuition fees received by the School in order for the student to undertake the course.

Term – 10 weeks

Semester – 1 Study Period (2 x school terms)

Approved By: Dr Peter Britton Principal & CEO	Date: 13 March 2020
Maintained By: Enrolments Registrar	Date: 13 March 2020
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