



THE HUTCHINS SCHOOL

International Student Refund Conditions

Relevant Legislation	ESOS National Code: Standard 3
Commencement Date	April 2015
Last Review Date	February 2020

Under *Standard 3: Refunds* of the ESOS National Code a signed business agreement is entered into upon enrolment by the person responsible for fee payment of the enrolled student for aspects regarding payment of fees, notice of withdrawal being provided in writing and refund of deposit paid (Formal Enrolment Form). This is provided with the Offer of Place prior to payment and enrolment. As part of the enrolment families are additionally provided with the International Student Enrolment Agreement (incorporating school rules) to be signed. This refers families to the booklet entitled: International Students Additional Information Handbook – Page 9 which in brief outlines payment of school fees conditions and refunds. Below is detailed information, which appears on the Refund Application Form should a refund be required.

The review schedule is outlined on page 2 of this document.

Record Keeping

This procedure and schedule is to be kept for three (3) years until review, unless there is a significant legislative or organisational change requiring earlier review.

The master copy is kept on SharePoint and is read-only in PDF form. All printed copies are uncontrolled.

Document Owner

Headmaster

THE HUTCHINS SCHOOL: International Student Refund Conditions (Schedule 1):

CHECK	SITUATION	REFUND
<input type="checkbox"/>	Visa refused	If your visa application is refused, a full refund of fees will be made minus the lesser of the following amounts: (a) 5% of the amount of course fees received by the provider in respect of the student before the default day; (b) \$500
<input type="checkbox"/>	Cancellation 8 weeks or more prior to agreed start date of the initial enrolled course as indicated on the most current Letter of Offer	100% of all up-front fees paid less \$300 Administration costs.
<input type="checkbox"/>	Cancellation 4-8 weeks before agreed start date of the initial enrolled course as indicated on the most current Letter of Offer	50% of all up-front fees paid less \$300 Administration costs.
<input type="checkbox"/>	Cancellation under 4 weeks before agreed start date of the initial enrolled course as indicated on the most current Letter of Offer	NO REFUND
<input type="checkbox"/>	Cancellation after the agreed start date (course not taken up) or Course abandoned without a written term's notice in writing following commencement; Student breaching their visa conditions; Visa cancelled or student expelled due to actions of the student.	NO REFUND. Additionally one term's tuition fees in lieu of the school receiving in writing, one term's notice of withdrawal from the course (following commencement) will be charged. NO REFUND NO REFUND
<input type="checkbox"/>	PROVIDER DEFAULT: 1. 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; OR 2. 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 agreed course starting day.
<input type="checkbox"/>	PROVIDER DEFAULT: In the event that the School is unable to fulfill its obligations of providing an agreeable alternative course for the student, or a refund:	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

- 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>
- 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 study period.