



Citipointe Christian College



Citipointe Christian College
International

REFUND POLICY For Student Visa Holders (Subclass 500¹)

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.

Introduction

As a Registered Provider, the College requires prepayment of fees in advance as specified in the Course Handbook and/or Letter of Offer. Only then is a Confirmation of Enrolment (eCOE) issued. The eCOE is needed to apply for a student visa.

Scope

This policy outlines refunds applicable to:

1. Course fees paid to Citipointe Christian College or Citipointe Christian College International including any course fees paid to an education agent to be remitted to the College..
2. Fees paid to the College for the organisation of homestay accommodation

Note: 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.

Notification

All notification of withdrawal from a course, or applications for refunds, must be made in writing and submitted to the Principal or Registrar.

Student Default

The application fee is non-refundable.

Payment of Course Fees and Refunds

- a) Fees are payable according to the fees schedule published annually on the College website, Handbook, and/or the College Invoice to parents
- b) An itemised list of College fees is provided in the College's written agreement
- 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. Details of the account into which the refund is to be paid must be provided with the written notice.

Refund Policy – Tuition Fees

- A. Student default because of visa refusal

If a student's visa application is refused by the Department of Immigration and the student cannot undertake the course, the College will refund within four weeks (4) any unused tuition 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.

- B. Student default in other cases

- a) Any amount owing under this section will be paid within 4 weeks of receiving a written claim from the person who entered into the written agreement (the parent(s)/legal guardian of the student, whether under 18 or not), with sufficient details to refund to the person who entered into the written agreement, or within 2 months if a written claim is not received, provided the College has sufficient details to refund to the person who entered into the written agreement.

¹ Previously includes subclass 570/571/572/573/574/575

- b) Eight (8) Tuition weeks' notice in writing must be given when withdrawing a student from the College. Otherwise eight (8) tuition weeks will be charged. If notice of less than eight (8) tuition weeks is given, then a charge will be applied for the difference between the notice given and the eight (8) weeks required e.g. five (5) weeks' notice would result in a three (3) weeks tuition charge. Any balance will be refunded to the person who entered into the written agreement. Notice must be given to the Principal or Registrar in writing signed by the person who entered into the written agreement (the parent/guardian of the student, not the student themselves). Details of the account where the refund is to be paid must be provided.
- c) Any refund in the case of cancellation of a student's enrolment for failure to maintain CCC and CCCI 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 College. In this instance, a fee equivalent to 8 weeks' term time notice as per contract of enrolment may be payable.
- d) 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).
 - ii. Failure to maintain satisfactory attendance (visa condition 8202).
 - iii. Failure to maintain approved welfare and accommodation arrangements (visa condition 8532).
 - iv. Failure to pay course fees.
 - v. Any behaviour identified as resulting in enrolment cancellation in Citipointe Christian College's Behaviour Policy/Code of Conduct.

Reference:

Please see the Primary Parent Handbook, Secondary Parent Handbook, the Secondary College Preparation Program and Primary College Preparation Program Handbooks for the College's Policies on satisfactory course progress and attendance.

Refund Policy– Non Tuition Fees

Non-tuition fees will be refunded as follows:

If a student's visa application is refused by the Department of Immigration and the student cannot undertake the course, the College will refund within four weeks (4) any unused non-tuition 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.

Overseas Student Health Cover (OSHC) can be cancelled at the student's request through the OSHC Provider. Refunds will be given based on the OSHC Provider's terms, provided the student has already paid for the cover.

Homestay fees will be refunded provided a minimum 2 weeks' notice of the change is provided. Otherwise two weeks homestay fees will be retained.

The following fees are non-refundable:

- Homestay Placement Fee
- Accommodation Approval fee
- Welfare fee - for the semester in which it is applied.
- College uniforms and stationery
- Bus fees: Four (4) weeks' notice of withdrawal from the bus is required, otherwise four (4) weeks fees can be charged.

Provider Default

Provider Default is covered by the provisions of the ESOS Act 2000 and the ESOS Regulations 2001.

- a) In the unlikely event that the College is unable to deliver the course in full, you will be offered a refund of the portion of unused tuition fees. The refund will be paid to you within 14 days of the day on which the course ceased being provided.

Alternatively, you may be offered enrolment in an alternative course with another CRICOS registered Provider at no extra cost to you. You have the right to choose whether you would prefer a refund of the portion of unused tuition fees, or to accept a place with another CRICOS registered Provider. The student is advised to seek assistance from the Australian Government's Tuition Protection Service (TPS): see <https://tps.gov.au/Information/Students>. If you choose placement with another CRICOS registered Provider, we will ask you to sign a document to indicate the placement. Calculation of refunds for unused

tuition fees in these circumstances will be in accordance with legislative instruments. (<http://www.comlaw.gov.au/Details/F2014L00907>)

- b) If for any reason the College 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 College, a full refund of any unused tuition fees* paid to the College will be made within 14 days of the agreed course starting day.
- c) If for any reason the College 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 College, a full refund of any unused tuition fees* paid to the College will be made within 14 days of the course College's default day.
- d) 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 assistance from the Australian government's Tuition Protection Service.

Note: Details of a bank account to which a refund should be paid should be provided in writing by the person who entered into the written agreement (parent/guardian of the student, whether or not the student is under 18 years of age.)

For information on the TPS, please see: <https://tps.gov.au/>

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 students to take action under the Australian Consumer Law if the Australian Consumer applies.

Definition

- a) Tuition fees – fees directly related to the provision of the student's course, including term/semester tuition fees
- b) Non-tuition fees – fees not directly related to provision of the student's course, including but not limited to: Overseas student health cover, homestay fees, homestay placement fee, accommodation approval fee, welfare fee, uniform costs. Stationery costs
- c) Unused tuition fees - tuition fees received by the College for a study period before the student begins the study period or the portion of the study after commencement where tuition is not offered. In the case of the College not being able to provide the course in which the student is enrolled, unused tuition fees will be calculated according to a Legislative Instrument: <http://www.comlaw.gov.au/Details/F2012L01351>.

If the student has a change of visa status, e.g. from a Student Visa to a temporary or permanent resident visa, applicable fees will be calculated from the date the student/parent/guardian provides a copy of the new passport/visa.