

Overseas Students Refund Policy

Overseas Students Policy	Last Review and Approved	January 2023
	Next Review Due	2024

1. Introduction

- 1.1. As a Registered Provider, Citipointe Christian College (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 (CoE) issued. The CoE is needed to apply for a student visa.
- 1.2. 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 as well as comprising part of student's written agreement.
- 1.3. A copy of this policy is located on the College's website¹ and in the Overseas Student Handbook.

2. Scope of the Policy

- 2.1. This policy outlines refunds applicable to:
 - a) 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.
 - b) Fees paid to the College for the organisation of homestay accommodation.
- 2.2. 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.²

3. Policy

- 3.1. The enrolment fee is non-refundable.
- 3.2. 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 the College's 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.
- 3.3. All notification of withdrawal from a course, or applications for refunds, must be made in writing and submitted to the Principal or Registrar.
- 3.4. **Student default because of visa refusal**
 - a) If a student produces evidence of visa refusal (or provides permission for the College 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 College will refund within four (4) weeks of receiving a written claim from the student the total amount of course fees³ received by the College before the student's default day, minus the lesser of the following amounts:
 - I. 5% of the amount of course fees received by the provider in respect of the student before the default day;
 - II. \$500.

¹ <https://citipointe.qld.edu.au/international/policies/>

² In regard to external parties that are not engaged by the College.

³ Refer to section 3.9 for definition of "course fees".

- b) If a student whose visa has been refused withdraws from the course after it has commenced, the College will retain the amount of course fees proportionate to the amount of the course the student has undertaken and will refund any unused course fees⁴ received by the College with respect to the student within the period of four (4) weeks after the day of student default.

3.5. Student Default

- 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.
- 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) Non-Tuition fees and costs will be refunded as follows:
 - i) Uniforms – non-refundable, however provision to re-sell uniform items is provided.
 - ii) Stationery – non-refundable as the student retains the items.
 - iii) iPad, AppleCare+, Logitech case, Apple Pencil - non-refundable as the student retains the items.
 - iv) Homestay Placement Fee/Accommodation Approval Fee – non-refundable.
 - v) Homestay Fee– refundable – The College will refund any unused Homestay Fees.
 - vi) Homestay Relocation Fee - non-refundable. Bus Fees - The College will refund any unused Bus Fees.
 - vii) Co-curricular Programs - non-refundable as fees are invoiced per lesson/session.
- d) 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.
- e) If tuition fees have been received for more than 1 semester, refund provisions under (b) will apply for the first semester and any balance of unused tuition fees after this will be refunded.
- f) No refund of tuition fees and non-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 the College's Student Code of Conduct Policy.
- g) If the College cancels a student's enrolment for failure to maintain agreed conditions as outlined in the student's written agreement, including failure to disclose required information at the point of application or a pre-existing condition requiring a high degree of specialised support or care, any refund of tuition fees will be at the discretion of the school.

3.6. Provider Default

Provider Default is covered by the provisions of the ESOS Act 2000 and the ESOS Regulations 2019.

- a) 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 fees⁵ received by the College with respect to the student will be made within 14 days of the agreed course starting day.

⁴ 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). <http://www.comlaw.gov.au/Details/F2014L00907>.

⁵ 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>.

- b) 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 fees⁶ received by the College with respect to the student will be made within 14 days of the College's default day.
- c) 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. For information on the TPS, please see: <https://tps.gov.au/StaticContent/Get/StudentInformation>.

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 non-tuition fees and costs received by the College with respect to the student will be refunded as follows within 14 days of the agreed course starting day:

- i) Uniforms – non-refundable, however provision to re-sell uniform items will be provided.
 - ii) Stationery – non-refundable as the student retains the items.
 - iii) iPad, AppleCare+, Logitech case, Apple Pencil - non-refundable as the student retains the items.
 - iv) Homestay Placement Fee/Accommodation Approval Fee – non-refundable.
 - v) Homestay Fee– refundable – The College will refund any unused Homestay Fees.
 - vi) Homestay Relocation Fee - non-refundable.
 - vii) Bus Fees - The College will refund any unused Bus Fees.
 - viii) Co-curricular Programs - non-refundable as fees are invoiced per lesson/session.
- 3.7. 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.
- 3.8. 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.

3.9. Definitions

Course fees – includes tuition fees and non-tuition fees.

Tuition fees – Fees directly related to the provision of a course to the student⁷ including term/semester tuition fees.

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.

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: [Education Services for Overseas Students \(Calculation of Refund\) Specification 2014](#).

Unused non-tuition fees: non-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 non-tuition fees will be calculated according to a Figure 1.

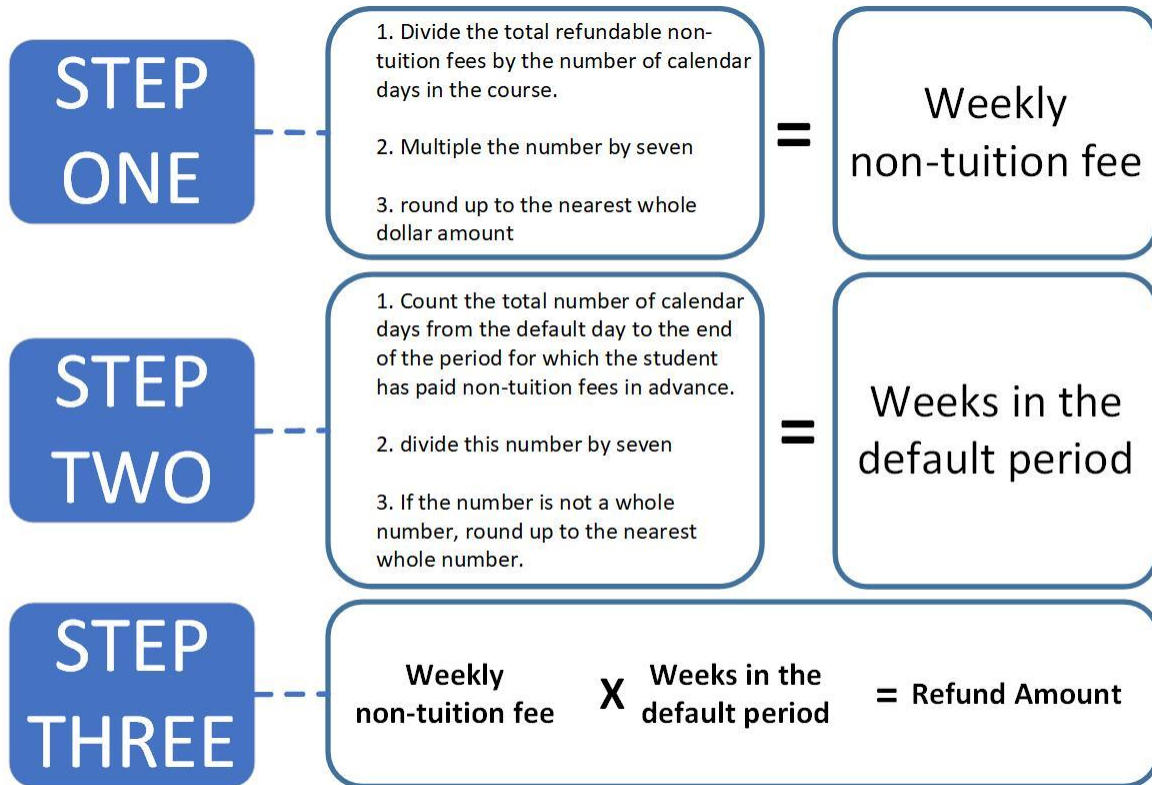
Term: There are four (4) terms per year, each of approximately ten (10) weeks, with 2-3 week holiday periods between terms. The long summer holiday of 7-8 weeks occurs during December and January.

Semester: One (1) semester comprises of two (2) terms of study

⁶ 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/F2014100907>.

⁷ Education Services for Overseas Students Act 200 (Cth) S7

Figure 1 (Adapted from [ASQA – Refunding Students](#))



4. Legislative Provisions and Related Documentation

Legislative Provisions

- Privacy Act 1988 (Cth)
- Education Services for Overseas Students Act 2000 (Cth)
- Education (Accreditation of Non-State Colleges) Act 2017 (Qld)
- National Code of Practice for Providers of Education and Training to Overseas Students 2018 (Cth)
- Education (Overseas Students) Act 2018 (Qld)

This policy is to be read in conjunction with other policies and College guidelines i.e.

- [5.1 Privacy of Information](#)
- [10.3 11.6 Anti-Discrimination Policy](#)
- [11.4 Grievances Disputes and Complaints](#)
- [Fee Information](#)
- [Overseas Students Complaints and Appeals Policy](#)
- [Overseas Students Conditions of Enrolment](#)
- [Overseas Students Critical Incident Policy](#)
- [Overseas Students Deferment, Suspension and Cancellation Policy](#)
- [Overseas Students Homestay Policy](#)
- [Overseas Students Intervention Strategy for Failure to Meet Course Progress, Attendance and Completion Within Expected Duration](#)
- [Overseas Students Progress Attendance and Course Duration Policy](#)

- [Overseas Students Requirements for Entry Policy](#)
- [Overseas Students Transfer Policy](#)
- [Overseas Students Welfare and Accommodation Policy](#)

5. Policy Review

5.1. This policy will be reviewed annually unless otherwise advised.