



THE KOORALBYN INTERNATIONAL SCHOOL INTERNATIONAL STUDENT REFUND POLICY

The Kooralbyn International School (TKIS) will provide a copy of this policy 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. This policy outlines refunds applicable to course fees paid to TKIS.
2. Any service fees a student (or parent(s)/legal guardian if the student is under 18) pays directly to a third party (Homestay) are not within the scope of this refund policy.
3. The enrolment application fee is non-refundable.
4. Payment of Course Fees and Refunds
 - a) Fees are payable according to TKIS International Fee Schedule at <https://www.tkis.qld.edu.au/>
 - b) An itemised list of school fees is provided in the TKIS 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 TKIS receives written advice from the person who enters the written agreement to pay the refund to someone else.
NB: TKIS will not accept fees payment from family-appointed agents and will not refund any monies owed to the student to the family-appointed agent.
5. All notification of withdrawal from a course, or applications for refunds, must be made in writing and submitted to the Interim Principal.
6. Student default because of visa refusal
 - a) If a student produces evidence of visa refusal (or provides permission for TKIS to verify visa refusal with the Department of Home Affairs (immigration)) and fails to start a course on, or withdraws from the course on or before the agreed starting day, TKIS will refund within four weeks of receiving a written claim from the student the total amount of course fees received by TKIS before the student's default day, minus the lesser of
 - 5% of the amount of course fees received, or
 - AUD\$500.00
 - b) If a student whose visa has been refused withdraws from the course after it has commenced, TKIS 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 TKIS 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).*

7. Student default

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).

 - a) 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.

b) 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, up to one study period (one semester) of tuition fees will be retained from the tuition fees received by TKIS.

c) Non-Commencement with notification of withdrawal:

- i) If TKIS receives written notification of withdrawal by the student (or parent(s)/legal guardian if the student is under 18) 4 or more weeks prior to commencement, TKIS will refund the amount of tuition fees received less an administration fee of AUD\$500.00.
- ii) If TKIS receives written notification of withdrawal by the student (or parent(s)/legal guardian if the student is under 18) less than 4 weeks prior to commencement of the course, TKIS will refund 50% of the tuition fee.

d) Refunds after commencement of a course:

- i) If tuition fees for up to one semester have been received in advance: Where the student (or parent(s)/legal guardian if the student is under 18) notifies TKIS in writing of withdrawal before completing the semester, no tuition fees will be refunded.
- ii) If tuition fees for more than one semester have been received in advance: If fees for more than one semester have been received in advance, and TKIS receives written notification of withdrawal by the student (or parent(s)/legal guardian if the student is under 18), TKIS will refund the amount of unused tuition fees less, any non-refundable payment on behalf of the student has been made, 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, TKIS will refund the amount of unused tuition fees less one term's fees.

e) Refunds in the event of a provider-initiated cancellation of enrolment:

- i) 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). Please see the TKIS International Student Progress, Attendance and Course Duration Policy at <https://www.tkis.qld.edu.au/>
 - Failure to maintain satisfactory attendance (visa condition 8202). Please see the TKIS International Student Progress, Attendance and Course Duration Policy at <https://www.tkis.qld.edu.au/>
 - Failure to maintain approved welfare and accommodation arrangements (visa condition 8532). Please see the TKIS International Student Accommodation and Welfare Policy at <https://www.tkis.qld.edu.au/>
 - Failure to pay course fees.
 - Any behaviour identified as resulting in enrolment cancellation in TKIS Behaviour Management Policy at <https://www.tkis.qld.edu.au/>
- ii) Any refund in the case of cancellation of a student's enrolment for failure to maintain TKIS agreed conditions of enrolment 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, will be at the discretion of TKIS.

8. Provider default

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

- a) If for any reason TKIS 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 TKIS, a full refund of any unused tuition fees* received by TKIS with respect to the student will be made within 14 days of the agreed course starting day.

- b) If for any reason TKIS 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 TKIS, a full refund of any unused tuition fees* received by TKIS with respect to the student will be made within 14 days of TKIS's default day.
- c) In the event that TKIS 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>.*

- 9. The 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

- a. **Non-tuition fees** – fees not directly related to provision of the student's course, including Student Health Cover, Homestay Fees, Optional Activity Fees such as Mastery courses
- b. **Tuition fees** – fees directly related to the provision of the student's course, including compulsory activities including tuition, class and subject related excursions, and a range of facilities used in the course of a normal school day
- c. **Course fees** – the sum of tuition fees and non-tuition fees received by TKIS in respect of the student in order for the student to undertake the course.
- d. **One study period** equals one semester, but no more than 24 weeks
- e. **Semester** – two terms

NB. If the student changes visa status (e.g. becomes a temporary or permanent resident) they will continue to pay full overseas student's fees for the duration of that year.