



INTERNATIONAL STUDENT REFUND AND CANCELLATION POLICY

	Presbyterian Church of Queensland Fairholme College Fairholme College Toowoomba ABN 16 917 099 053 CRICOS Provider Code 03726D		
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International Student Refund and Cancellation Policy

1. This policy outlines refunds applicable to course fees paid to the College directly including any course fees paid to third parties such as Vocational Education & Training (VET) providers.
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.
3. The enrolment confirmation fee will be considered in any refund calculation.
4. Payment of Course Fees and Refunds
 - a) Fees are payable according to College's Fees Policy
 - 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 school receives written advice from the person who enters the written agreement to pay the refund to someone else.
5. All notification of withdrawal from a course, or applications for refunds, must be made in writing and submitted to the Principal.
6. Student default because of visa refusal
 - a) If a student produces evidence of visa refusal (or provides permission for the school 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, the College 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.
 - b) 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 2024).*



7 Student default.

- a) 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).
- b) 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.
- c) If the student, does not provide written notice of withdrawal, and does not start the course on the agreed starting date, a maximum of 10 weeks tuition fees will be retained from tuition fees received by the College and the remainder will be refunded.
- d) If tuition fees for up to two study periods have been received in advance by the College and the College receives written notification of withdrawal by the student (or parent(s)/legal guardian if the student is under 18), the College will:
 - i) Retain an administration fee of AUD100 and refund the balance of the tuition fees if written notice is received up to four weeks prior to commencement of the course.
 - ii) Refund 70% of the tuition fees received if written notice is received less than four weeks prior to commencement of the course.
 - iii) Refund 50% of any tuition fees received, if written notice is received **before** one term of the payment period has passed.
 - iv) Refund only one term (or ten weeks) tuition fees if written notice is received **after** one study period of the payment period has passed.
- e) If tuition fees have been received for more than two study periods, refund provisions under (d) will apply for the first 2 study periods and any balance of unused tuition fees after this will be refunded.
- f) 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).
Please refer to section 14.4 Student Progress, Attendance and Course Duration Policy
 - ii) Failure to maintain satisfactory attendance (visa condition 8202).
Please refer to section 14.4 Student Progress, Attendance and Course Duration Policy
 - 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 Fairholme College's Code of Conduct.
- g) If Fairholme 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 College.



8 VET – Vocational Education and Training.

Where the student has enrolled in a course of study with one of the school's third-party VET providers and such a provider goes into default.

From a financial perspective, because the VET component falls under the school's CRICOS registration, the student's tuition fees for the course (including the VET components) are protected by virtue of the school's CRICOS registration.

From a course delivery perspective, if the RTO the school has partnered with closes or is otherwise unable to deliver the VET component, the school must ensure that the student is still able to complete the secondary school course for which their visa has been issued. This could mean engaging an alternative VET provider to deliver the VET components or if this is not possible, offering alternative secondary school subjects which meet the requirements for completing the school qualification.

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

- a. Non-tuition fees – fees not directly related to provision of the student's course, Moderation fee, Enrolment confirmation fee, International Student Health Cover, Goods and Services Tax (GST), Boarding Fees, Uniforms and student stationery.
- b. Tuition fees – fees directly related to the provision of the student's course, including Tuition fees, Capital Levy and Compulsory General Purpose Levy, International Student Levy,
- c. Course fees – the sum of tuition fees and non-tuition fees received by the school in respect of the student in order for the student to undertake the course.
- d. Study Period – one semester or two terms of ten weeks each.
- e. Other Fees - Cadet Fees, Specialists Electives, Association Sport Registration fees, Private Music
- f. Tuition, and some excursions are not covered by the General-Purpose Levy. These will be charged to accounts and invoiced at the beginning of each term.

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