



## Korowa International Student Default and Refund Policy

### Purpose

Part 5, Division 2 of the ESOS Act sets out the circumstance of a default by the School or an overseas student which can lead to an overseas student receiving a refund of tuition or non-tuition fees.

This policy outlines refunds applicable to fees paid to the School under the terms of the written Enrolment Agreement and the Terms of Business and to ensure compliance with Standard 3.4.2 of the National Code of the ESOS Act and other applicable sections of the ESOS Act.

A copy of this policy is provided to the parent(s) or legal guardian of the student at a reasonable time prior to an Enrolment Agreement being signed.

### Scope

Applies to all International Students.

### Policy Statement

The School will provide a refund to an overseas student or intending overseas student in the event that the default is by the student or the School and the School is required under the provisions of the ESOS Act, to provide a refund.

1. The enrolment fee is non-refundable.
2. Payment of tuition fees and refunds:
  - a) Fees are payable according to the Terms of Business.
  - b) An itemised list of School fees is provided in the Terms of Business
  - c) If the student changes visa status (e.g. becomes a temporary or permanent resident) they will continue to pay full overseas student fees for the duration of that calendar year.
  - d) All fees must be paid in Australian dollars.
3. All notifications of withdrawal from a course, or applications for refund, must be made in writing and submitted to the Principal.

## Student Default and Refund

Under section 47A of the ESOS Act a student defaults if:

- the course starts on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or
- the student withdraws from the course (either before or after the agreed starting day); or
- the registered provider of the course refuses to provide, or continue providing, the course to the student because of one or more of the following events:
  - the student failed to pay an amount they were liable to pay the provider, directly or indirectly, in order to undertake the course;
  - the student breached a condition of their visa;
  - misbehaviour by the student (refer to our Student Behaviour Management Policy)

A student won't be classified as defaulting if the reason why a student does not start a course on the start day is because the registered provider fails to provide the course to the student on the agreed starting day (registered provider default).

In relation to student misbehaviour, a student won't be considered to have defaulted unless the School accords them natural justice before refusing to provide, or continue providing, the course to the student.

### Full refund

A full refund of course fees paid in advance may be given in special circumstances.

The following reasons are grounds to apply for a full refund:

- the student is refused a student visa and the student produces evidence that the application made by the student for a student visa has been refused by the Australian immigration authorities.
- the offer is withdrawn or an enrolment terminated because the School is unable to provide the course of study.
- the government has limited Korowa's right to conduct courses for international students.
- the student is unable to fulfil the conditions of an offer.
- the student fails to meet progression rules and is not permitted to re-enrol.

In order to receive a full refund, the student or intending student must pay any outstanding debts to the School or authorise any outstanding debts to be deducted from the refund.

### Methods of refund

- An application for a refund in special circumstances must be made in writing to the Principal.
- If approved, a refund will be made within four weeks of the school receiving the application.
- Refunds will be made in Australian dollars either by cheque or by EFT to an overseas bank account only.
- Refunds may be made to a nominated person/sponsor who initially paid the student's fees.
- In the unlikely event that Korowa is unable to deliver a student's course in full, the student will be offered a refund of all the course money paid to date. The refund will be paid within 2 weeks of the day on which the course ceased being provided.

## Failure to Commence

Where a student does not commence a course on the agreed starting date and the parent(s) or legal guardian of the student provide 90 days' written notice the School will refund ninety per cent (90%) of prepaid tuition fees.

## Withdrawal

A term's notice in writing to the Principal is required prior to any student leaving the school. Such notice must be delivered on or before the first day of the student's last term, otherwise the student will be in default of their enrolment and no refund of fees will apply. Request for refund of fees should be made in writing to the Principal.

The School will refund the amount of prepaid tuition fees if applicable.

No reduction in fees can be made on account of absence of less than one full term as the expenses incurred in maintaining the efficiency of the school are not lessened by the temporary absence of individual students

## Provider Default and Refund

The School defaults if either of the following occurs:

- the School fails to start to provide the course to the student at the location on the agreed starting day and the student for whatever reason cannot be placed 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.
- the course ceases to be provided to the student at the location at any time after it starts but before it is completed and the student for some reason cannot be placed 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 School's default day.

In the event that the School is unable to fulfil its obligations of providing an agreeable alternative course for the student, or a refund, the student will receive advice to seek assistance from the Australian Government's Tuition Protection Service. For information on the [TPS](#)

\* Unspent pre-paid tuition 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 the ESOS (Calculation of Refund) Specification 2014 (Cth) (Refund Specification)

The School will also default if a sanction is imposed on it under the ESOS Act which prevents it from providing a course.

Exceptions to School default circumstances exist, including where the student defaults.

## Application of Policy

This Policy, and the availability of complaints and appeals, does not remove the right of the student to take action under Australia's consumer protection laws.

## Definitions

**Tuition Fees** – fees directly related to the provision of the student’s course, as published in the Terms of Business

**Non-tuition Fees** – other fees and charges related to the provision of the student’s course, including but not limited to Co-Curricular and curriculum based activities, excursions, extra subjects and retail purchases.

**Pre-paid Fees** – fees received by the School for a study period of the student’s course before the student begins the study period.

**International Student Fee Schedule and Business Regulation Notice (“Terms of Business”)**—the document titled International Student Fee Schedule and Business Regulation Notice applicable at the time of the relevant transaction and which is amended from time to time.

**International Student Enrolment Agreement (‘Enrolment Agreement’)** – the document titled International Student Enrolment Agreement executed by the parents/guardians and student to accept a place at Korowa.

**Course**-total length of a students’ enrolment at Korowa

## Related Documents

- Application for Enrolment for International Students
- Application for Enrolment and Student Details
- Enrolment Acceptance Form
- Enrolment Agreement
- International Student Fee Schedule and Business Regulation Notice

## Document Review

This document will be reviewed following any changes to Korowa’s Policy in relation to International Student Refunds or applicable legislative changes.

CRICOS Provider Code: 0001022G

CRICOS Course Code: 018172K Primary Years P-6

011306B Secondary Years 7-12