

## STUDENT REFUNDS

This refund policy applies to Full Fee paying Overseas Students as in line with the National Code of Practices for Registration Authorities and Providers of Education and Training to Overseas Students (2007). Fees are payable 6 months in advance.

All notifications of withdrawal from a course must be made in writing to the Principal. Notification of withdrawal after commencement of the course requires one Semester (two terms) notice.

All fees must be paid in Australian dollars. Refunds will be reimbursed in Australian dollars and the payment sent to the applicant's home country unless otherwise requested. Refunds will be paid to the person who enters into the written agreement.

The School will refund within 28 days all tuition fees paid where the student's application for enrolment is refused by the School. The admission fee is not refundable and is structured to cover administration costs in preparing enrolment documents, including the Confirmation of Enrolment through PRISMS.

The School will refund within 28 days all tuition fees paid where the student produces evidence that the application made by the student for a student visa has been rejected by the Australian immigration authorities.

In the event of a student cancelling their enrolment more than one month prior to commencement, there will be a cancellation fee equivalent to 25% of the tuition fees deducted from any refund. In the event of a student cancelling their enrolment within the first month of commencement of the course there will be a cancellation fee of 50% of the tuition fees deducted from any refund. In the event of a student not commencing the course on the agreed date or withdrawing from the course more than one month after commencement or not completing the course, there will be no refund payable.

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. Student does not start the course on the prescribed day
- iv. Student breached conditions of visa
- v. Misbehaviour by student
- vi. Student failed to make payment

Any request for a refund of fees already paid should be made in writing and addressed to: The Finance Manager, Oakleigh Grammar, 77-81 Willesden Road, Oakleigh, Victoria, Australia, 3166. An email address is available on request. The request should indicate any circumstances or reasons that have led to the student not enrolling on the starting date for the course or withdrawing from the course if already enrolled.

In exceptional circumstances beyond the control of the student that do not permit a student to commence or to complete the course, a refund may be considered by the School. The School will make the final decision on the amount of any refund. Decisions about refunds and payments will be completed within four weeks of receiving a written request for a refund. Any refund will be paid to the person nominated as the person who will pay the fees in the "Acceptance of Offer of International Student Agreement". The notice requirement may be waived at the discretion of the Principal if the reason(s) for withdrawal are considered unavoidable and/or unforeseeable.

All refunds will be in Australian dollars to the party who made the original payment. Bank charges in transferring funds overseas will be borne by the family.

In the event of a disagreement over the amount of a refund, the School's dispute resolution process under the Complaints and Grievances Policy will apply. This agreement does not remove the right to take further action under Australia's consumer protection laws and does not prevent a student from pursuing other legal remedies.

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

Where the School defaults, refunds will be paid in accordance with the provisions of the Education Services for Overseas Students (ESOS) Act 2000 and the Education Services for Overseas Students Regulations 2001. The ESOS Act and Regulations provide that where the School defaults because;

- i. The course does not start on agreed starting day; or
- ii. The course is no longer provided by the School; or
- iii. The course is not provided in full to the student,

The School shall refund the total of the course money that it has received less the total of any expenses the School has incurred.

In the unlikely event that the School is unable to deliver your course in full, you will be offered a refund of all the course money you have paid to date. The refund will be paid to you within 2 weeks of the day on which the course ceased being provided. Alternatively, you may be offered enrolment in an alternative course by the School at no extra cost to you. You have the right to choose whether you would prefer a full refund of course fees, or to accept a place in another course. If you choose placement in another course, we will ask you to sign a document to indicate that you accept the placement. This policy, and the availability of the complaints and appeals process, does not remove the right of the student to take action under Australian consumer protection laws.

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