



# VILLANOVA COLLEGE

*Developing boys into fine young men*

## INTERNATIONAL STUDENT REFUND POLICY

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Villanova College's School Fees and Refund Policy is provided to the student (or parent(s)/legal guardian(s) if the student is under 18) at a reasonable time prior to the 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 Villanova College.
2. Any service fees a student (or parent(s)/legal guardian(s) if the student is under 18) pays directly to a third party are not within the scope of this Refund Policy.
3. The Enrolment Application Fee and the Confirmation of Enrolment Fee are non-refundable.
4. Payment of Course Fees and Refunds:
  - a) Fees are payable according to Villanova College's Fees Policy and the invoice attached.
  - b) An itemised list of fees is provided in the 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 Villanova College receives written advice from the person who enters the Written Agreement to pay the refund to someone else.
5. All notifications of withdrawal from a course, or applications for refunds, must be made in writing and submitted to the Principal via the Dean of International Students. Applications for refunds should be made on the Refund Request Form - International Students found in the International Student Handbook.
6. Student default because of visa refusal

If a student produces evidence of visa refusal (or provides permission for Villanova 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 day of commencement, Villanova College will refund within four weeks of receiving a written claim from the student the total amount of course fees received by Villanova College before the student's day of default.

If a student whose visa has been refused withdraws from the course after it has commenced, Villanova College 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 Villanova College 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 four weeks of receiving a written claim from the student (or parent(s) / legal guardian(s) 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 100% tuition fees will be retained from tuition fees received by Villanova College.

### c) Non-Commencement with notification of withdrawal:

If Villanova College receives written notification of withdrawal by the student (or parent(s)/legal guardian(s) if the student is under 18) four or more weeks prior to commencement, Villanova College will refund the amount of tuition fees less an administration fee of enrolment application fee and confirmation of enrolment fees.

If Villanova College receives written notification of withdrawal by the student (or parent(s)/legal guardian(s) if the student is under 18) less than four weeks prior to commencement of the course, Villanova College will refund 50% of the tuition fees.

### d) Refunds after commencement of a course:

If tuition fees for up to one term/semester have been received in advance: Where the student (or parent(s)/legal guardian(s) if the student is under 18) notifies Villanova College in writing of withdrawal before completing the term/semester, no tuition fees will be refunded.

If tuition fees for more than one term/semester have been received in advance: If fees for more than one term/semester have been received in advance, and Villanova College receives written notification of withdrawal by the student or parent(s)/legal guardian(s) if the student is under 18), Villanova College will refund the amount of unused tuition fees less the enrolment application fee and the confirmation fee, provided that at least one complete term's written notice of withdrawal has been received.

**NB:** Where less than one complete term's notice of withdrawal is received, Villanova College will refund the amount of unused tuition fees less the equivalent of one term's fees in lieu of notice.

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

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 Villanova College's Monitoring Course Progress and Attendance Policy.
- Failure to maintain satisfactory attendance (visa condition 8202). Please see Villanova College's Monitoring Course Progress and Attendance Policy.
- Failure to maintain approved welfare and accommodation arrangements (visa condition 8532). Please see Villanova College's Accommodation and Welfare Arrangements Policy.
- Failure to pay course fees.
- Any behaviour identified as resulting in enrolment cancellation in Villanova College's Community Code of Conduct.

Any refund in the case of cancellation of a student's enrolment for failure to maintain Villanova's 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 Villanova College.

## 8. **Provider Default**

Any default by Villanova College must be compliant with the current provisions of the ESOS Act 2000 and the ESOS Regulations 2019.

- If for any reason Villanova 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 Villanova College, a full refund of any unused tuition fees\* received by Villanova College with respect to the student will be made within 14 days of the agreed course starting day.
- If for any reason Villanova 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 Villanova College, a full refund of any unused tuition fees\* received by the College with respect to the student will be made within 14 days of Villanova College's default day.
- In the event that Villanova College is unable to fulfil its obligations with respect to providing an agreeable alternative course for the student, or a refund, the student will receive assistance from the Australian Government's Tuition Protection Service (TPS). For information on the TPS, please see:  
[www.tps.gov.au/StaticContent/Get/StudentInformation](http://www.tps.gov.au/StaticContent/Get/StudentInformation)  
*\*The 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>
- If the student changes visa status (e.g. becomes a temporary or permanent resident) he will continue to pay full overseas student's fees for the duration of that year.
- Where such a VET provider goes into default:

- I. From a financial perspective, because the VET component falls under the College's CRICOS registration, the student's fees for the course (including the VET components) are protected by virtue of the College's CRICOS registration.
  - II. From a course delivery perspective, if the RTO Villanova College has partnered with closes or is otherwise unable to deliver the VET component, we 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 in 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.
9. 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, including Music Tuition, Instrument hire, Optional school / sporting tours, Oversees student Health Care, Homestay fees, uniform costs and stationery.
- b) **Tuition fees** – fees directly related to the provision of the student's course, including Textbook hire, compulsory levies, excursions and incursions.
- c) **Course fees** – the sum of tuition fees and non-tuition fees received by Villanova College, in respect of the student, in order for the student to undertake the course.
- d) **Term** – Four terms per year each of approximately 10 weeks duration.
- e) **Semester** – Two semesters per year each of approximately 20 weeks duration (two terms per semester).