



# International Students

## International Students Refund Policy

<p><b>Source of Obligation</b></p>	<p>Division 2 of Part 5 of the ESOS Act describes the School’s obligations to provide refunds to students.</p> <p>Standard 2.1.7 of the National Code requires the School to make comprehensive, current and plain English information available to international students on our cancellation and refund policies.</p> <p>Standard 3.4 of the National Code requires the School to include, in our written agreement between the School and the international student or intending international student (or their parents/legal guardians if the student or intending student is under 18 years of age), the information included in 3.4.1 to 3.4.5 of the National Code, consistent with the requirements of the ESOS Act, in relation to refunds of tuition and non-tuition fees (including any tuition and non-tuition fees collected by education agents on behalf of the School) in the case of either</p>
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international student default or the School's default.

The information that is required to be included in the written agreement includes the process for making a claim for a refund.

This Policy sets out when a refund may be payable, consistent with the requirements of the ESOS Act.

The calculation of the refund is governed by the ESOS Act and the Education Services for Overseas Students (Calculation of Refund) Specification 2014 (Refund Specification), where there is a School default (see Meaning of Default, below) or where there is a default by the international student that is related to the refusal of a visa. In other circumstances, the amount of the refund is governed by our written agreement.

### **Refund Policy Accessibility**

This Policy (or a summary of it) is:

- provided to international students prior to them entering into their written agreement with the School
- included in the written agreement
- available on the School's website – <https://www.meriden.nsw.edu.au/enrolment/international-students/>

### **Meaning of Default**

Sections 46A and 47A of the ESOS Act describe provider default and student default. The

following table summarises the different kinds of default and the associated provisions that govern the payment of refunds.

<b>School Default</b>	<b>International Student Default</b>
<p>(i) The School fails to start to provide the course on the agreed starting day (the “default day” is the agreed starting day): section 46A(1)(a) (i) of the ESOS Act</p> <p>OR</p> <p>(ii) The School ceases to provide the course after it starts but before it is completed (the “default day” is the day the course ceases to be provided): section 46A(1)(a)(ii) of the ESOS Act</p> <p>AND</p> <p>the student has not withdrawn before the default day: see</p>	<p>(a) The course starts on the agreed starting day, but the international student does not start the course on that day (and has not previously withdrawn: see (b) below): section 47A(1)(a) of the ESOS Act</p> <p>Calculation of any refund of tuition fees or non-tuition fees (see Fee Information) is governed by our written agreement: section 47D of the ESOS Act</p> <p><b>UNLESS</b></p> <p>the reason for the international student default is a refusal of visa. If so,</p>

International Student Default (b).

The School's obligations are to arrange the offer of an alternative course or provide a refund: section 46D of the ESOS Act.

Calculation of the refund of tuition fees (see Fee Information) is governed by section 7 of the Refund Specification.

calculation of the refund of course fees (see Fee Information) is governed by section 9 of the Refund Specification.

(b) The international student withdraws from the course, either before or after the agreed starting day (the "default day" is the day on which the international student withdraws from the course): section 47A(1)(b) of the ESOS Act

Calculation of any refund of tuition fees or non-tuition fees

(see Fee Information) is governed by our written agreement

**UNLESS**

the reason for the international student default is a refusal of visa. If so, calculation of the refund of fees is governed by:

section 9 of the Refund Specification, if the international student withdrew from the course on or before the agreed starting day

section 10 of the Refund Specification, if the international student withdrew from the course after the agreed starting day.

(c) The School refuses to provide, or continue to provide, the course to the international student (the “default day” is

the day on which the School refuses to provide, or continue to provide, the course): because of one or more of the following events:

(i) failure by the international student to pay an amount that they were liable to pay to the School, directly or indirectly, in order to undertake the course: section 47A(1)(c)(i) of the ESOS Act

(ii) breach by the international student of a condition of their visa: section 47A(1)(c)(ii) of the ESOS Act

(iii) misbehaviour by the international student (as long as the international student has been provided with procedural fairness before the School refuses to provide, or continue to provide, the course): section

	<p>47A(1)(c)(iii) and 47A(3) of the ESOS Act.</p> <p>Calculation of any refund of tuition fees or non-tuition fees (see Fee Information) is governed by our written agreement</p> <p><b>UNLESS</b></p> <p>the international student default is failure to pay ((i) above) and the reason for the default is a refusal of visa. If so, calculation of the refund of fees is governed by section 10 of the Refund Specification.</p>
<p><b>Meriden School's Policy</b></p>	<p>The School's tuition fees and non-tuition fees are payable in accordance with the International Students Fees Schedule, available on the School's website – <a href="https://www.meriden.nsw.edu.au/enrolment/schedule-of-fees/">https://www.meriden.nsw.edu.au/enrolment/schedule-of-fees/</a>.</p> <p>The School will provide a refund to an international student or intending international student in the following circumstances:</p>

- if there is a School Default (as defined in this Policy) and the international student for some reason, cannot be placed or refuses placement in an alternative course arranged by the School
- if there is a International Student Default (as defined in this Policy)
- where the international student defaults due to visa refusal before commencing at the School
- where the international student defaults due to visa refusal after commencing at the School
- where the international student defaults because they failed to pay an amount that they were liable to pay the School.

The School will only grant a refund when the following process is followed:

1. An international student or intending international student (or parent(s)/legal guardian if the international student is under 18) applies for a refund, in writing, from the Principal at the School.
2. The School sends a refund statement to the international student.
3. An international student or intending international student pays any outstanding debts to the School or authorises any outstanding debts to be deducted from the refund.
4. The School approves the refund under this Policy.
5. After approval, the refund is paid to the parent/legal guardian. The School will pay the refund within the period of:



- in the case of the School defaulting and the international student has requested a full refund of fees rather than placement in an alternate course: 14 days after the default day\*
- in the case of the international student defaulting and the amount of the refund is calculated under the terms of the written agreement: four weeks after receiving a written claim from the international student under Step 1
- in the case of the international student defaulting and the amount of the refund is calculated under the terms of the Refund Specification: four weeks after the default day.

\*In the case of the School defaulting and the international student has requested a full refund of fees rather than placement in an alternate course, the School must pay the refund within the period of 14 days of the default day regardless of whether or not the international student has complied with Steps 1-4 above.

The methods of calculating the amount of the refund of any tuition fees and non-tuition fees is determined either by the terms of the international student’s written agreement with the School or, the Refund Specification. The ESOS Act determines which circumstances of default will trigger the calculation of a refund in accordance with the Refund Specification.

**Fee Information**

Section 7 of the ESOS Act defines “Tuition fees” and section 5 of the ESOS Regulations defines

“Non-tuition fees”. In summary:

Tuition fees are fees directly related to the provision of the international student’s course, received directly or indirectly from the international student or intending international student (or a person who pays the fees on behalf of the international student).

Non-tuition fees are fees not directly related to the provision of the international student’s course.

### **Obligations When the School Defaults**

If there is a School Default (refer to Meaning of Default, above) and the international student cannot be placed or refuses placement in an alternative course arranged by the School, the School will pay a full refund of any unspent tuition fees received\* by the School, with respect to the international student, within 14 days of the default day.

If the School is unable to fulfil its obligation of either making the international student an offer of a suitable alternative course that the international student accepts, or providing a refund, the international student will receive assistance from the Australian Government’s Tuition Protection Service (TPS). For more information on the TPS, refer to <https://www.education.gov.au/tps>.

\*Section 7 of the Refund Specification sets out the calculation of a refund in the case of the School’s default as: *refund amount = weekly tuition fee X weeks in default period*.

	<p>Weeks in Default Period is defined in section 6 of the Refund Specification.</p>
<p><b>International Student Default: No Refund</b></p>	<p>If the School refuses to continue to provide the course to the international student, this may lead to a cancellation of the international student’s enrolment under Standard 9.3: refer to our <b>Deferring, Suspending or Cancelling an International Student’s Enrolment Policy</b>.</p>
<p><b>International Student Default Due to Visa Refusal: Before Commencing at the School: Refund</b></p>	<p>If an international student’s visa is refused, and this causes them to fail to start their course at the School on the agreed date or to withdraw from the course before the agreed start date, the School will make a refund payment of the total amount of the course fees received by the School, minus the lesser of the following amounts:</p> <ul style="list-style-type: none"> <li>• 5 per cent of the amount of the course fees (which is the sum of the tuition fees and the non-tuition fees) received by the School before the international student’s default day</li> <li>• \$500.</li> </ul> <p>This refund calculation is governed by section 9 of the Refund Specification.</p>
<p><b>International Student Default Due to Visa Refusal: After Commencing at the School: Refund</b></p>	<p>If an international student’s visa is refused and this causes the international student to withdraw from the course after the course has commenced, the School’s will make a refund payment of the calculated as follows:</p>

*Refund amount = weekly tuition fee X weeks in default period.*

This refund calculation is governed by section 10 of the Refund Specification.

**Weeks in Default Period** is defined by section 6 of the Refund Specification.

**International Student Default Due to Visa Refusal and Failure to Pay an Amount: Refund**

If an international student's visa is refused because the international student's failure to pay an amount that they were liable to pay the School, directly or indirectly, in order to undertake the course, the School's will make a refund payment of the calculated as follows:

*Refund amount = weekly tuition fee X weeks in default period.*

This refund calculation is governed by section 10 of the Refund Specification.

**Weeks in Default Period** is defined by section 6 of the Refund Specification.

**International Student Withdrawal**

International students may wish to withdraw from their enrolment in a course at the School. International student withdrawal is classified as a International Student Default and the School will provide a refund of tuition fees in accordance with the terms of the written agreement and the procedure in this Policy.

The international student must notify the School in writing of their request to withdraw from the course two weeks prior to the

commencement of the study period for that course.

The written request must be sent to the Registrar by mail or email - [gmalley@meriden.nsw.edu.au](mailto:gmalley@meriden.nsw.edu.au).

The School's Refund Requirements for international students withdrawing from a course are set out in the School's [Terms of Enrolment - Addendum for International Students](#).

### **Visa Implications**

The Registrar or delegate will give information to international students who notify the School in advance of their request to withdraw from a course about the impact that withdrawing from a course may have on their visa.

### **Refund Due to Student Transfer to Another School**

An international student who has commenced their course at the School and who wishes to withdraw from that course and enrol in a course with another school must follow the Outbound Student Transfer Request process in our **International Student Transfers Policy**.

If an international student's Outbound Student Transfer Request is approved, the refund process is as set out in the written agreement and in this Policy at International Student Withdrawal.

### **Procedure for Providing a Refund**

The School will only grant a refund when the following process is followed:

1. An international student or intending international student (or parent(s)/legal guardian if the international student is under 18) applies for a refund, in writing, from the Principal at the School.
2. The School sends a refund statement to the international student.
3. An international student or intending international student pays any outstanding debts to the School or authorises any outstanding debts to be deducted from the refund.
4. The School approves the refund under this Policy.
5. After approval, the refund is paid to the parent/legal guardian. The School will pay the refund within the period of:
  - in the case of the School defaulting and the international student has requested a full refund of fees rather than placement in an alternate course: 14 days after the default day\*
  - in the case of the international student defaulting and the amount of the refund is calculated under the terms of the written agreement: four weeks after receiving a written claim from the international student under Step 1
  - in the case of the international student defaulting and the amount of the refund is calculated under the terms of the Refund Specification: four weeks after the default day.

\*In the case of the School defaulting and the international student has requested a full refund

	<p>of fees rather than placement in an alternate course, the School must pay the refund within the period of 14 days of the default day regardless of whether or not the international student has complied with Steps 1-4 above.</p>
<b>Refund of Non-Tuition Fees</b>	<p>The Refund of Non-Tuition Fees is:</p> <ul style="list-style-type: none"><li>• Prior to commencement, the School will fully refund the non-tuition fees that have been paid</li><li>• After commencement at the School, a pro-rata refund will be made for non-tuition fees paid.</li></ul> <p>All refunds for non-tuition fees will be paid within 28 days.</p> <p>All refunds will be paid to the same person who initially made the payment of the course fees.</p>
<b>Consumer Law Statement</b>	<p>The School's written agreement, and the right to make complaints and seek appeals of decisions and action under various processes, do not affect the rights of the international student to take action under the Australian Consumer Law, if the Australian Consumer Law applies.</p>
<b>Notification of Discharge of Obligations: Refunds Provided Under Section 47E</b>	<p>Under section 47H of the ESOS Act the School must provide notice to the Commonwealth Department of Education and the Director of the TPS within seven days after the end of the Provider Obligation Period in the event of the international student defaulting due to visa refusal (section 47E of the ESOS Act).</p>

	<p>The notice must include the following:</p> <ul style="list-style-type: none"><li>• whether the School provided a refund under section 47E</li><li>• details of the student the School provided a refund to</li><li>• details of the amount of the refund provided.</li></ul> <p>The notice must also comply with the requirements of the <b><u>Education Services for Overseas Students (Student default discharge of obligations – requirements for a notice) Specification 2015 (No. 1)</u></b>.</p>
<b>Record Keeping</b>	<p>The School maintains evidence of compliance with this policy by maintaining records of the written requests for refunds, the refund decisions and notifications made under this policy.</p>

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