



Refund Policy for International Students

1.0 Policy Overview

This policy outlines refunds applicable to course fees paid to Brisbane Boys' College including any course fees paid to an education agent to be remitted to the College. A copy of this policy is provided to the student (or parent(s)/legal guardian if the student is under 18) at a reasonable time prior to a written agreement being signed as well as being included in the student's written agreement.

Fees for additional services (not included in the Letter of Offer or Written Agreement with Brisbane Boys' College) conducted by and paid to Education Agents by students (or parent(s)/legal guardian if the student is under 18) are not covered by this refund policy.

Similarly, any service fees a student (or parent(s)/legal guardian if the student is under 18) pays directly to a third party are not included within the framework of this refund policy.

Brisbane Boys' College refunds course fees in accordance with requirements under ESOS legislation. This includes:

- a) Having a written agreement with a student or intending student that sets out the length of each study period and tuition fees for each study period for a student's course
- b) Tuition fees requested before a student commences will not exceed 50% of a student's total tuition fees for a course before the student has begun the course unless the family chooses to pay more, and
- c) Fee invoices issued after a student commences do not require any of the remaining course tuition fees for the course to be paid more than two (2) weeks before the beginning of the student's second study period for the course.

Information on tuition and non-tuition fees payable and the Brisbane Boys' College refund policy is included in Brisbane Boys' College documentation and is provided to students:

- With pre-enrolment information prior to enrolment
- Is part of the written agreement between the student and Brisbane Boys' College
- Is available from the Admissions Office and is also provided in the International Student Handbook located on the Brisbane Boys' College website at:
<https://www.bbc.qld.edu.au/community/policies/>

In the event that the terms of this Policy for Student default prove to be non-compliant with Australian law, a full refund of any unused tuition fees* received by the College with respect to the student will be made within the period of four weeks after the day of student default.

* Refund calculations are prescribed by a Legislative Instrument (s.10 of Education Services for Overseas Students (Calculation of Refund) Specification 2014):
<http://www.comlaw.gov.au/Details/F2014L00907>

PRINT WARNING - Printed copies of this Document or part thereof should not be relied upon as a current reference document. ALWAYS refer to the electronic copy available on the BBC website for the latest version.

It should be noted that refunds of fees charged, and financial penalties imposed after a student commences will be made in accordance with the Brisbane Boys' College refund policy which applies to all students. That is:

For the purpose of fee refunds, half of one semester (one study period) or "one term's notice" is the accepted period of notice to be provided if a student is being withdrawn or otherwise cancelling their enrolment.

- a) For a day student, the penalty for not providing half a study period notice is the equivalent amount of one quarter of the annual tuition fee.
- b) For a boarding student, the penalty is the equivalent amount of one quarter of the annual tuition fees and one quarter of the annual boarding fee.
- c) Half a study period (or one term) notice is also required if the student is changing their enrolment from a boarding student to a day student. The penalty for not providing half a study period notice is the equivalent amount of one quarter of the annual boarding fee. **Please note:** Where an international student has applied for, and been accepted as a boarding student, he must maintain his place in the boarding house for at least 12 months (2 study periods) after commencement. Any request to attend as a day student will only be considered after this time, and the half study period (or one term) notice will required.

2.0 Payment of Course Fees and Refunds

1. Fees are payable according to the Brisbane Boys' College Fees Policy outlined on the *Fee Schedule – International Students* available on the Brisbane Boys' College website at: <https://www.bbc.qld.edu.au/join-us/fees-and-finance/>
2. An itemised list of tuition and non-tuition fees payable by the student or the course, the periods to which those tuition fees relate and payment options are provided in Brisbane Boys' College's written agreement.
3. Tuition fees requested before a student commences will not exceed 50% of a student's total tuition fees for a course unless the family chooses to pay more.
4. Fee invoices issued after a student commences do not require any of the remaining course fees for the course to be paid more than two weeks before the beginning of the student's second study period for the course.
5. For the purpose of fee refunds, half of one semester (one study period) or "one term's notice" is the accepted period of notice to be provided when cancelling a student's enrolment or changing his enrolment from a boarder to a day student.
6. All fees must be paid in Australian dollars. Refunds will be in Australian dollars unless otherwise requested.
7. If the student changes visa status (e.g., becomes a temporary or permanent resident) refunds due will be paid from the date **on which advice is received by the College**. Notification should be accompanied by a copy of the student's Notification of Residency or Visa Evidence Document.
8. Refunds will be paid to the person who enters into the Student Enrolment Contract and Written Agreement (generally the parents of the student), unless the College receives written advice from the person who enters the Written Agreement to pay the refund to another nominated person.
9. Refunds will be paid within four weeks after receipt of a written application.
10. Notification of withdrawal from a course, or applications for refunds, must be made in writing and submitted to the Director of Admissions.

3.0 Student Default because of Visa Refusal

- If a student produces evidence of visa refusal (or authorises Brisbane Boys' College to verify visa refusal with the Department of Home Affairs) and fails to start a course on time, or withdraws from the course **on or before the agreed starting day**, Brisbane Boys' College will refund within four weeks of receiving a written claim from the student (or parent(s)/legal guardian if the student is under 18), the total amount of course fees received by the College before the student's default day, **minus the lesser of 5% of the total amount of course fees received before the default day; or the sum of AUD\$500.**
- If a student whose visa has been refused withdraws from the course after it has commenced, Brisbane Boys' College will retain the amount of tuition fees proportionate to the amount of the course the student has undertaken and will refund back any unused tuition fees* received by the 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 *Education Services for Overseas Students (Calculation of Refund) Specification 2014*
<http://www.comlaw.gov.au/Details/F2014L00907>

4.0 Student Default – Where Visa was Granted

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).

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, 50% of tuition fees for one study period will be retained from tuition fees received by the College in advance.

Non-Commencement with Notification of Withdrawal:

- If Brisbane Boys' College receives written notification of withdrawal by the student (or parent(s)/legal guardian if the student is under 18) **half a study period prior to commencement of the course**, the College will refund the amount of tuition fees received in advance less an administration fee of AUD \$500.00
- If Brisbane Boys' College receives less than half a study period written notice of withdrawal by the student (or parent(s)/legal guardian if the student is under 18) prior to commencement of the course, the College will retain the equivalent amount of one quarter of the annual tuition fee. The balance of any fees paid in advance will be refunded.

Refunds after Commencement of a Course

In the event a student withdraws from Brisbane Boys' College after commencing, half of one study period written notice is required. If such period of notification is not provided, then one (1) quarter of the annual tuition fees (for a day student) and one (1) quarter of the annual tuition fees and one (1) quarter of the annual boarding fees (for a boarder) will be withheld. The balance of any fees paid in advance will be refunded.

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 the Brisbane Boys' College Course Progress, Attendance and Duration Policy for International

Students available on the Brisbane Boys' College website at:

<https://www.bbc.qld.edu.au/community/policies/> or in the Brisbane Boys' College International Student Handbook available on the College website at: <https://www.bbc.qld.edu.au/join-us/international-admissions/>

- Failure to maintain satisfactory attendance (visa condition 8202). Please see Brisbane Boys' College Course Progress, Attendance and Duration Policy for International Students
- Failure to maintain approved welfare and accommodation arrangements (visa condition 8532). Please see the Brisbane Boys' College Accommodation and Welfare Policy for International Students available on the Brisbane Boys' College website at: <https://www.bbc.qld.edu.au/community/policies/>
- Failure to pay course fees
Any behaviour identified in the Student Enrolment Contract, the Brisbane Boys' College Student Behaviour Expectations Policy as resulting in enrolment cancellation. The BBC Student Behaviour Expectations Policy is available on the Brisbane Boys' College website at: <https://www.bbc.qld.edu.au/community/policies/>.

If Brisbane Boys' College cancels a student's enrolment for failure to maintain agreed conditions as outlined in the student's written agreement, including failure to disclose a pre-existing condition requiring a high degree of specialised support or care, any refund of tuition fees will be at the discretion of Brisbane Boys' College.

All policies referred to under 'Refunds in the event of a provider initiated cancellation of enrolment' are available on the Brisbane Boys' College website at: <https://www.bbc.qld.edu.au/community/policies/> and in the International Student Handbook available at <https://www.bbc.qld.edu.au/join-us/international-admissions/>.

5.0 Provider Default

Any default by Brisbane Boys' College must be compliant with the provisions of the ESOS Act 2000 and the ESOS Regulations 2019.

- If for any reason Brisbane Boys' College is unable to offer a course and the student for some reason cannot be placed or refuses placement in an alternative course arranged by the College, a refund of any unused portion of the fees* in advance received by the College with respect to the student will be made within 14 days of the agreed starting day.
- If for any reason Brisbane Boys' 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 the 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 the College's default day.
- In the event that Brisbane Boys' College is unable to fulfil its obligations of providing an agreeable alternative course for the student, or a refund, the student is advised to seek assistance from the Australian Government's Tuition Protection Service (TPS). For information on the TPS, please see: <https://www.dese.gov.au/tps>
- The written agreement between Brisbane Boys' College and the student, 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.

*Calculation of the refund due in this case is prescribed by a legislative instrument – s.7 *Education Services for Overseas Students (Calculation of refund) Specification 2014*
<http://www.comlaw.gov.au/Details/F2014L00907>

6.0 Refund of Other Non-Tuition Fees

Non-tuition fees listed on the letter of offer and Written Agreement **do not include specific costs for** uniforms, textbooks, stationery which will vary according to the number of uniforms purchased new or pre-used; and the elective subjects chosen.

For boarding students, they do not include pocket money or recreational outings. Pocket money is at the parent/s discretion. Parents must take into consideration extra costs for accommodation and care during term holidays if the student is not returning home during vacations; and air or other travel costs to and from their home and Australia.

Application Fee

The Application Fee paid with each Application for Enrolment is an administrative fee which is **non-refundable** and does not guarantee a place at the College.

Confirmation Fee

All students – domestic and international - pay a non-refundable confirmation fee once only on accepting an offer of a place. For international students, the confirmation fee is included in the tuition fees listed for payment on the Letter of Offer: Invoice of Fees, payable when the Written Agreement and Enrolment Contract are returned.

The confirmation fee paid when accepting the offer of a place is **refundable** only in the event a student's application for a student visa is unsuccessful and in other limited compassionate and compelling circumstances. **This fee is not deducted from future Tuition Fees.**

Boarding Fees

Boarding fees are not included with fees paid in advance when a student accepts an offer, a refund of boarding fees will apply only to a student in attendance at the College with the fees for the first study period invoiced with the first fees statement after commencement and not more than two weeks prior to the start of the next study period thereafter.

In the event a student withdraws from Brisbane Boys' College after commencing, half of one study period written notice is required. If such period of notice is not provided, then one (1) quarter of the annual boarding fee (for a boarder) will be withheld. The balance of any fees paid in advance will be refunded.

Boarder Linen Packs and student nametags

Once ordered with Linen Packs, student nametags cannot be refunded. It may be possible to arrange a partial refund for other items in the Linen Pack.

Overseas Student Health Cover (OSHC)

Overseas Student Health Cover will be calculated on the length of the student's visa, which is generally up to 15 March, the year following anticipated completion of his courses at the College. OSHC is charged in full on the student's first fee statement.

Families will need to apply for a refund, in writing, to the College's OSHC Provider, Medibank Private and provide documentary proof of the reason for the refund (e.g., letter from Department of Home Affairs where the visa is denied; letter from the educational institution etc.). When writing to Medibank Private, families must include the address to which they want the refund sent.

Medibank Private will not consider refunds for periods of less than one month unless the student has been granted permanent residency. If a student has been granted permanent residency, Medibank Private will not issue a refund where the amount is less than the minimum refund amount.

Textbooks and Stationery

New textbooks and stationery purchased and still in their original wrapping may be accepted for return to the College textbook supplier, Campion Books. The amount paid will be refunded to the credit card on which they were purchased.

Text book and stationery lists are uploaded to the BBC website prior to your son's commencement at <https://www.bbc.qld.edu.au/community/parents-friends-association/?tab=College%20Shop#p-f>

Uniforms

New and unused uniforms may be refunded. However, the College Shop cannot guarantee full refunds if uniforms have been used or marked. Such items may be subject to sale as pre-used items under the College Shop Policy for sale of "second-hand" items.

Information on uniforms and books is also available from the College Shop via the College website at: <https://www.bbc.qld.edu.au/community/parents-friends-association/?tab=College%20Shop#p-f>

Music Lessons

- Music fees for each year are approved late the previous year and listed on the Fee Schedule available from the Admissions Office or on the College web site. Students are billed for the full year's tuition fees for private music instruction with the Semester 2 fee statement (or a pro-rata amount for the year if not in attendance for the full year).
- Students who study elective Academic Music (Years 9 to 12) for four periods a week or more are entitled to a discount on their private music tuition fees.
- New enrolments for private music lessons are for a minimum of one semester (16 lessons) and if cancelled, tuition fees for that semester will not be refunded. It is therefore our recommendation that the student continue his lessons for the remainder of that semester for which he will be charged.
- The intention to cancel lessons at the end of that semester must also be provided in writing to the Music Office **at least four weeks before the change is to occur**. If less than four weeks' notice in writing is provided, Brisbane Boys' College will charge the equivalent of four weeks' lessons or deduct the equivalent amount from fees paid in advance.
- If a student cancels his enrolment at Brisbane Boys' College, in addition to supplying one term's notice as advised in the Student Enrolment Contract, your son's Music Teacher will require four weeks' notice in writing. If less than four weeks' notice in writing is provided, the College will charge the equivalent of four weeks' lessons to the final account.

EAL (English as an Additional Language) Support Lessons

- An annual account will be billed with the Semester 2 fees. If the student enrolls in the program in Semester 2, an invoice will be forwarded to the parents by the Accounts Department.
- Attendance is the responsibility of students and will be monitored by tutors. Enrolment part-way through a semester will be billed proportional to the amount of sessions remaining in that study period.
- If a student withdraws from the College or withdraws from EAL Support, the refund will be made on a pro-rata basis based on weeks of participation.
- There is no refund for non-attendance at scheduled lessons.

Fees for Academic Support (if a condition of enrolment)

- An annual account will be billed with the Semester 2 fees. If the student enrolls in the program in Semester 2, an invoice will be forwarded to the parents by the Accounts Department. Attendance is the responsibility of students and will be monitored by tutors. Enrolment part-way through a semester will be billed proportional to the amount of sessions remaining in that study period.
- If a student withdraws from the College or withdraws from Academic Support, the refund will be made on a pro-rata basis based on the number of sessions delivered.
- There is no refund for non-attendance at scheduled sessions.

Tennis Lessons

- Lessons are charged on a **per term** basis (**i.e. half a semester**) in advance.
- Fees are paid directly to the Tennis Department with details provided on the Tennis Registration form available from the Admissions Office or the BBC Tennis Department.
- Most private lessons are once per week (i.e. 8 lessons per term).
- Missed lessons due to wet weather or sickness are made up by arrangement with the student's coach.
- Refunds will be given in the event of injury or sickness. Requests for a refund on that basis must be received in writing to the Director of Tennis. Alternatively, credit for lessons paid in advance and missed through injury or sickness may be deducted from future payments. Payments can also be credited to the following term in the case of injury, sickness etc.

7.0 Definitions

- A **“course”** is defined as one of the CRICOS registered courses of study offered by Brisbane Boys' College.
- **Billing cycle** means one semester or “study period”
- **Non-tuition Fees** directly relate to any amount received by Brisbane Boys' College for compulsory Overseas Student Health Cover, accommodation (that is, boarding fees at Brisbane Boys' College); text book fees (if books are not supplied by the College); uniform costs and any other amount the student has to pay in order to undertake the course such as EAL support or Academic Tutoring (if either is a condition of offer) as listed in the “non-tuition fees” on the Letter of offer and Written Agreement.
- **The school year** is divided into two semesters or “study periods”. Each semester is further divided into two terms.
- **Tuition fees** are fees received directly or indirectly that are related to the provision of a course and include fees for compulsory course materials, and any compulsory enrolment or administration fees that apply during the entire period of enrolment of the student.

8.0 Review and version control register

Version	Authorising Officer	Approval Date	Effective Date	Change History/Superseded Documents	Next Review Date
1	Director of Admissions	23 rd February 2020	23 rd February 2020	Scheduled review	1 st January 2022
2	Director of Admissions	17 th August 2022	17 th August 2022	Pg 1 – Reference to s.8 changed to s. 10 Pg 3 – Reference to s.9 changed to S. 10 Pg 4 – Reference to Student Behaviour Management Guidelines changes to Student Behaviour Expectations Policy Pg 4 Reference to Student Discipline Policy and Procedures removed Pg 4 Link to TPS website updated	1 st January 2023