



Overseas Students Refund Policy and Procedures

Policy Name	Overseas Students Refund and Procedures
Constructed /Reviewed by	Executive/Board
Review	Last Review: March 2023 Next Review: March 2025

1. REFUND POLICY

PROVIDER DEFAULT

5.1. The School is considered to have defaulted in the following circumstances:

- 5.1.1. the School fails to commence the provision of the course to the Student at the School on the agreed starting date; or
- 5.1.2. the course ceases to be provided to the Student at the School at any time after it starts but before it is completed.

5.2. If a school default event occurs under clause 5.1, the School will provide a refund to the Parents.

5.3. Refunds in accordance with clause 5.1 will be made within 14 days of the default day.

STUDENT DEFAULT

5.4. The Student is considered to have defaulted in the following circumstances:

- 5.4.1. the course starts at the School on the agreed starting day, but the Student does not start the course on that day (and has not previously withdrawn in writing); or
- 5.4.2. the student withdraws from the course at the School after the grant of student visa either before or after the agreed starting day at the School; or
- 5.4.3. the School refuses to provide, or continue providing, the course to the Student at the location because of one or more of the following events:
 - 5.4.3.1. the Parents failed to pay an amount they were liable to pay the School, directly or indirectly, in order for the Student to undertake the course;
 - 5.4.3.2. the Student breached a condition of his or her student visa;
 - 5.4.3.3. misbehavior by the Student.

5.5. The School will provide a refund under this section if an overseas student defaults in relation to a course provided by the school at a location in prescribed circumstances.

5.5.1 The school must pay a refund of the amount (if any) required by the agreement entered into with the student including,

5.5.1.1. Cancellation by the school due to

- a.) misbehavior by the student
- b.) the student's failure to pay an amount he or she was required to pay the school to undertake or continue the course as stated in the written agreement
- c.) a breach of course progress or attendance requirements by the overseas student, which must occur in accordance with Standard 8 (Overseas student visa requirements) of the National Code.
- d.) Student does not commence the course because of non-grant of student visa.

5.6 Refunds in accordance with clause 5.5 will be made within four weeks of the default day. The School will pay the refund to the following person:

5.6.1 The parents of the student;

5.6.2 if a person (other than the student) is specified in the agreement to receive any refund under this section- the specified person.

- 5.7 The School is not required to provide a refund under this if:
- 5.7.1. the student's visa was cancelled; and
the cancellation was a reason for one or more of the following acts or omissions by the student that directly or indirectly caused the student to default in relation to the course at the location:
 - 5.7.1.1 the student's failure to start the course at the location on the agreed starting day after arrival in Australia;
 - 5.7.1.2 the student's withdrawal from the course at that location without approval from the School
 - 5.7.1.3 the student's failure to pay an amount he or she was liable to pay the provider, directly or indirectly, in order to undertake the course at that location.
 - 5.7.3. This section continues to apply to Yarra Valley Grammar if the school ceases to be a registered provider.

DISCRETIONAL REFUNDS

- 5.8. The School may, in its absolute and sole discretion, consider providing a pro rata refund to the Parents in the following circumstances:
- 5.8.1. Where the student suffers an illness which, in the opinion of the Principal, dictates that the student would be best cared for by returning to his/her home country and family;
 - 5.8.2. Where the student leaves the school due to unresolved social problems or grievances;
 - 5.8.3. Upon the death of a parent or member of immediate family;
 - 5.8.4. In the event of civil unrest or war in the student's home country, and where the need consequently exists for the student to return home; or
 - 5.8.5. Any other circumstances, which may arise and which, in the opinion of the Principal, are beyond the reasonable influence of the student or parties acting for the student.
- 5.9. Approval for refund on any of the grounds in clause 5.8 is at the sole discretion of the Principal.

GENERAL

- 5.10 The Initial Fee is non-refundable upon withdrawal except under special circumstances, as determined at the sole discretion of the Principal.
- 5.11 Parents should complete the Refund Form at Appendix A when requesting a refund. Refunds will be paid to the Parents of the student, and the Parents are considered the specified person in accordance with the ESOS Act.
- 5.12 Refunds will be reimbursed in Australian dollars and the payment sent to the applicant's home country unless otherwise requested in writing.

PROCEDURES

- 5.13 The [Overseas Student Refund Application Form](#) MUST be emailed to international@yvg.vic.edu.au or if lodged in person, or by post to The Corporate Services Manager, Yarra Valley Grammar School, Kalinda Road, Ringwood Vic 3134

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