



# MACKAY CHRISTIAN COLLEGE

a place where you belong

## INTERNATIONAL STUDENT REFUND POLICY

A copy of this policy will be provided to the student (or parent / legal guardian if the student is under 18) at a reasonable time prior to a Written Agreement being signed as well as comprising part of a student's Written Agreement.

1. This Policy outlines refunds applicable to course fees paid to the college.
2. Any service fees a student (or parent / legal guardian 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 is non-refundable.
4. Payment of Course Fees and Refunds:
  - a. Fees are payable according to the college invoices
  - b. An itemised list of school fees is provided in the College's 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 the college receives written advice from the person who enters the Written Agreement to pay the refund to someone else.
5. All notification of withdrawal from a course, or applications for refunds, must be made in writing and submitted to the Enrolment Officer.
6. Student default because of visa refusal
  - a. If a student produces evidence of visa refusal (or provides permission for the college to verify visa refusal with the Department of Home Affairs (Immigration) and fails to start a course on, or withdraws from the course on or before the agreed starting day, the college will refund within four weeks of receiving a written claim from the student the total amount of course fees received by the college before the student's default day, minus the lesser of:
    - i. 5% of the amount of course fees received, OR
    - ii. AUD \$500
  - b. If a student whose visa has been refused withdraws from the course after it has commenced, the college will retain the amount of tuition fees proportionate to the amount of the course the student has undertaken and will refund 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 of Education Services for Overseas Students (Calculation of Refund) Specification 2014).

### 7. Student Default

Any amount owing under this section will be paid within 4 weeks of receiving a written claim from the student (or parent / legal guardian 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, a maximum of 10 weeks tuition fees will be retained from tuition fees received by the college.

c. Non-Commencement with notification of withdrawal:

- i. If the college receives written notification of withdrawal by the student (or parent / legal guardian if the student is under 18) 4 or more weeks prior to commencement, the college will refund the amount of tuition fees received less an administration fee of \$350.
- ii. If the college receives written notification of withdrawal by the student (or parent / legal guardian if the student is under 18) less than 4 weeks prior to commencement of the course, the college will refund 90% of the tuition fee.

d. Refunds after commencement of a course:

- i. If tuition fees for up to 1 term/semester have been received in advance: Where the student (or parent / legal guardian if the student is under 18) notifies the college in writing of withdrawal before completing the semester, no tuition fees will be refunded.
- ii. If tuition fees for more than 1 term/semester have been received in advance: If fees for more than one semester have been received in advance, and the college receives written notification of withdrawal by the student (or parent / legal guardian if the student is under 18), the college will refund the amount of unused tuition fees less one term's fees, provided that at least 10 weeks' written notice of withdrawal has been received.

NB: Where less than 10 weeks' notice of withdrawal is received, the college will refund the amount of unused tuition fees less two term's fees.

e. Refunds in the event of a provider initiated cancellation of enrolment:

- i. 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) as outlined in the International Student Course Progress, Attendance and Course Duration Policy available in the International Student Handbook and on the College Website
  - Failure to maintain satisfactory attendance (visa condition 8202) as outlined in the International Student Course Progress, Attendance and Course Duration Policy available in the International Student Handbook and on the College Website
  - Failure to maintain approved welfare and accommodation arrangements (visa condition 8532) as outlined in the International Student Welfare Policy available in the International Student Handbook and on the College Website
  - Failure to pay course fees
  - Any behaviour identified as resulting in enrolment cancellation in Mackay Christian College's Behaviour Education Policy/Code of Conduct as outlined in the International Student Handbook and on the College Website.
- ii. Any refund in the case of cancellation of a student's enrolment for failure to maintain Mackay Christian College's agreed conditions of enrolment 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, will be at the discretion of the college.

## 8. **Provider Default**

(Any default by the college must be compliant with the current provisions of the ESOS Act 2000 and the ESOS regulations 2019 Div 1 & 2.)

- a. If for any reason the 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 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 agreed course starting day.

- b. If for any reason the 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.
  - c. In the event that the college is unable to fulfil its obligations of providing an agreeable alternative course for the student, or a refund, the student will receive assistance from the Australian Government's Tuition Protection Service. For information on the TPS, please see: <https://tps.gov.au/StaticContent/Get/StudentInformation>.  
*\* 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>
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 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: Overseas Student Health Cover (OSHC), Year Level Camps, Excursion fees, Building Fund levy, Queensland Curriculum and Assessment Authority (QCAA) fees (Year 11 & 12 only), Cost of college uniforms, Airport Transfer Service fee (optional), English Language Support fee (if required), Student Visa Extension fee (if required).
- b. **Tuition fees** - fees directly related to the provision of the student's course, including: College Tuition fees, Subject levies, Information Technology levy, Public and Product Student Insurance levy.
- c. **Course fees** - the sum of tuition fees and non-tuition fees received by the college in respect of the student in order for the student to undertake the course.
- d. **Term** - 9-11 weeks
- e. **Semester** - 18-21 weeks

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