INTERNATIONAL STUDENT REFUND POLICY 2014

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 total written agreement being signed.

1. This Policy outlines refunds applicable to course fees paid to the College.
2. Any service fees a student (or parent(s)/guardian if the child 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 & 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 and submitted to the Registrar.
5. All notification of withdrawal form a course, or applications for refunds, must be made in writing and submitted to the Registrar.
6. Student default because of visa refusal.
   If a student’s visa application is refused by the Department of Immigration and Citizenship and the student cannot undertake the course, the College will refund within 4 weeks any unspent pre-paid fees where the student produces evidence that the application made by the student for a student visa has been refused by the Australian Immigration authorities, minus the lesser of 5% of the amount of pre-paid fees received or AUD $500.

Student default
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).

   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 ten weeks tuition fees will be refunded from prepaid tuition fees.
(c) Non-Commencement with notification of withdrawal:
   i. If the College receives written notification of withdrawal by the student (or parent(s)/legal guardian if the student is under 18) 4 or more weeks prior to commencement, the College will refund the amount of pre-paid tuition fees less an administration fee of $250.
   
   ii. If the College receives written notification of withdrawal by the student (or parent(s)/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 study period have been received in advance: Where the student (or parent(s)/legal guardian if the student is under 18) notifies the College in writing of withdrawal before completing the relevant study period, no tuition fees will be refunded.
   
   ii. If tuition fees for more than 1 study period have been received in advance: If fees for more than one study period have been prepaid and the College receives written notification of withdrawal by the student (or parent(s)/legal guardian if the student is under 18), the College will refund the amount of unspent prepaid tuition fees less one term’s fees, provided that at least 10 weeks written notice of withdrawal has been received.
   
   iii. Where less than 10 weeks’ notice of withdrawal is received, the College will refund the amount of unspent pre-paid fees less two term’s fees.

(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:
   
   i. Failure to maintain satisfactory course progress (visa condition 8202).
   
   ii. Failure to maintain satisfactory attendance (visa condition 8202).
   
   iii. Failure to maintain approved welfare and accommodation arrangements (visa condition 8532).
   
   iv. Failure to pay course fees.
   
   v. Any behaviour identified as resulting in enrolment cancellation in Mackay Christian College’s Disciplining Processes/Code of Conduct.

1. Provider Default
   [Any default by the College must be compliant with the current provisions of the ESOS Act 2000 and the ESOS regulations 2001 (as amended).]
   
   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 unspent pre-paid tuition fees* paid to the College 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
unspent pre-paid tuition fees* paid to the College will be made within 14 days of the course 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.

2. This agreement, and the availability of Complaints & Appeals processes, does not remove the right of the student to take action under Australia’s consumer protection laws.

* Unspent pre-paid fees – in the case of the College not being able to provide the course in which the student is enrolled, unspent prepaid tuition fees will be calculated according to a Legislative Instrument: http://www.comlaw.gov.au/Details/F2012L01351

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