



MARIST COLLEGE ASHGROVE

A Catholic boys' day and boarding College in the Marist Tradition

Refund Policy for International Students

ITEM	DESCRIPTION
Policy description	This policy outlines the procedures when an international student requests a refund.
Department	Enrolments Department
Executive Director	Headmaster
Contact	College Registrar, Ph: 07 3858 4507
Date approved	03/08/2018
Next review	25/09/2020

Revision History

DATE	VERSION	REVIEWED BY	CHANGES MADE
Date of first revision			
Date of second revision			
Date closed			

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1. POLICY STATEMENT

A copy of this policy is provided to the parent(s)/legal guardian(s) if the student is under age 18 years at a reasonable time prior to a Written Agreement being signed.

- a) This policy outlines refunds application to course fees paid to the College including any course fees paid to an education agent to be remitted to the College.
- b) Any service fees a student (or parent(s)/legal guardian if the student is under 18) pays directly to a third party are not within the scope of this refund policy.
- c) The Administration Fee (\$150) is non-refundable in all cases.
- d) \$2,500 of the initial Acceptance Fee (\$5,000) will be refunded when a student leaves the College provided all financial obligations have been met (including any outstanding medical expenses) and all textbooks have been returned in an acceptable condition to the Textbook Hire Department.

2. PAYMENT OF COURSE FEES AND REFUNDS

- a) Fees are payable according to Marist College Ashgrove's [School Fee Policy](#). The [International Fee Schedule](#) can be found on the College website <https://www.marash.qld.edu.au/enrolments/fees/fees-international-resident>.
- b) All fees must be paid in Australian dollars.
- c) If the student changes visa status (e.g. becomes a temporary or permanent resident), he will continue to pay full Overseas Student fees for the duration of the term.
- d) All notifications of withdrawal from a course or applications for refunds must be made in writing to the Headmaster.
- e) Refunds will be reimbursed in Australian dollars and the payment sent to the applicant's home country unless otherwise requested in writing.
- f) Refunds will be paid to the person who enters into the Written Agreement unless written direction is received from the person who has signed the Enrolment Contract.
- g) All notifications of withdrawal from a course must be made in writing and submitted to the Headmaster. Once a student commences their course a full terms notice is required in writing before withdrawing from their course.

3. STUDENT DEFAULT BECAUSE OF VISA REFUSAL

- a) If a student produces evidence of visa refusal (or provides permission for the College to verify refusal with the Department of Immigration and Border Protection and fails to start the course, or withdraws from a course on or before the agreed starting date, the College will refund within four (4) weeks of receiving written claim from the student the total amount of course fees received by the College before the student's default date, minus the lesser of
 - 5% of the amount of course fees received, or
 - 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. The College will then 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](#)).

4. STUDENT DEFAULT

- a) Any amount owing under this section will be paid within four (4) weeks of receiving written claim from the student (or parent(s)/legal guardian(s) if the student is under 18).
- b) **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.
- c) If the student does not provide written notice of withdrawal and does not start the course on the agreed starting date, the prepaid fees will be retained by the College.
- d) If tuition fees for up to two study periods have been received in advance by the College 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:
 - i. Retain an administration fee of \$150 and \$2,500 of the acceptance fee paid and refund the balance of the tuition fees if written notice is received up to four (4) weeks prior to commencement of the course.
 - ii. Refund 70% of the tuition and boarding fees if notice is received less than four (4) weeks prior to commencement of course.
 - iii. Refund 50% of any unused tuition and boarding fees received, if written notice is received before one (1) study period of the payment period has passed.
- e) No amount will be refunded if written notice is received after one (1) study period of the payment period has passed. If tuition fees have been received for more than two study periods, refund provisions under (d) will apply for tuition fees paid for the first two study periods, and any balance of unused tuition fees after this will be refunded.
- f) 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). Please see Course Progress and Attendance Policy.
 - ii. Failure to maintain satisfactory attendance (visa condition 8202). Please see Course Progress and Attendance Policy.
 - iii. Failure to maintain approved welfare and accommodation arrangements (visa condition 8532). Please see Welfare and Accommodation Policy.
 - iv. Failure to pay course fees.
 - v. Any behaviour identified as resulting in enrolment cancellation in Marist College Ashgrove's Enrolment Contract.



5. PROVIDER DEFAULT

Any default by the College must be compliant with the current provisions of the ESOS Act 2000 and ESOS Regulations 2001 (as amended).

- a) If for any reason the College is unable to offer a course on an agreed starting date, 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 fourteen (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 fourteen (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, 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](#)).

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 the Australian Consumer Law if the Australian Consumer Law applies.

6. DEFINITIONS

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.

Non-tuition fees - fees not directly related to provision of the student's course, including Boarding fees, QSA levies and OSHC.

Tuition fees - fees directly related to the provision of the student's course, including Tuition fees, Technology and Textbook levies.

Optional fees - fees that are not compulsory for the student's course - Old Boys membership, College Building Fund, College Foundation Pledge.

Study Period - a study period is one semester or two terms – approximately 20 weeks. There are two semesters per year.

7. RELATED LEGISLATION AND DOCUMENTS

- [The National Code of Practice for Providers of Education and Training to Overseas Students 2018 \(National Code 2018\)](#)
- [Education Services for Overseas Students \(ESOS\) Act 2000](#)
- [Education Services for Overseas Students Regulation 2001](#)
- [Education Services for Overseas Students \(Calculation of Refund\) Specification 2014](#)
- Course Progress and Attendance Policy
- Welfare and Accommodation Policy

