



MARIST COLLEGE ASHGROVE

Marist College Ashgrove's Refund Policy for International Students

Approved By: Head of College	Date Approved: 28/02/2023	Review Date: 28/02/2024
Person(s) responsible: College Registrar, Head of Finance		
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This policy outlines the process and procedures with regards to privacy of personal information collected by Marist College Ashgrove for prospective families and students.		

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 a third party VET provider to be remitted to the school.
- 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.

1. 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 [International Fees - Marist College Ashgrove \(marash.qld.edu.au\)](#)
- b) An itemised list of school fees is provided in the schools written agreement.
- c) All fees must be paid in Australian dollars unless requested otherwise. Refunds will be reimbursed in the same currency as the fees were received unless otherwise requested in writing.
- d) 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 written agreement.
- e) All notifications of withdrawal from a course must be made in writing and submitted to the Head of College. Once a student commences their course a full terms notice (being a full 10-week term plus any holiday periods) is required in writing before withdrawing from their course.

2. 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 Home Affairs 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



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date, 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. 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.
- c) **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](#)).*
- d) In the event of visa refusal, the \$5,000 Acceptance Fee* will be considered as part of the refund provisions.

3. 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, one term of tuition fees (half a semester) will be retained from the semester tuition fees received by the school.
- d) If tuition fees for up to two semesters 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) semester of the payment period has passed.
- e) If tuition fees have been received for more than two semesters, refund provisions under (d) will apply for tuition fees paid for the first two semesters, 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 Marist College Ashgrove's International Student Course Progress, Attendance and Course Duration Policy.
 - ii. Failure to maintain satisfactory attendance (visa condition 8202). Please see Marist College Ashgrove's International Student Course Progress, Attendance and Course Duration Policy.
 - iii. Failure to maintain approved welfare and accommodation arrangements (visa condition 8532). Please see Marist College Ashgrove's Accommodation and Welfare Policy for International Students.
 - iv. Failure to pay course fees.
 - v. Any behaviour identified as resulting in enrolment cancellation in Marist College Ashgrove's Code of Conduct.



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

4. Provider Default

Any default by the school must be compliant with the current provisions of the ESOS Act 2000 and ESOS Regulations 2019.

- 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>
- d) *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](#)).
- e) Where such a provider goes into default:
- From a financial perspective, because the VET component falls under the school's CRICOS registration, the student's tuition fees for the course (including the VET components) are protected by virtue of the school's CRICOS registration.
 - From a course delivery perspective, if the RTO the school has partnered with closes or is otherwise unable to deliver the VET component, the school must ensure that the student is still able to complete the secondary school course for which their visa has been issued. This could mean engaging an alternative VET provider to deliver the VET components or if this is not possible, offering alternative secondary school subjects which meet the requirements for completing the school qualification.

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.

5. Definitions

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

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

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.



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

Term – Half a Semester.

Semester – Half a School Year (equivalent to two Terms)

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.

*In the event of a visa refusal, the Acceptance Fee will be considered in the refund calculation, as per Section 2 of Marist College Ashgrove's Refund Policy.