

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 to a written agreement being signed.

MARY MACKILLOP COLLEGE
Refund / Cancellation Policy

CRICOS Provider Code: 00582F

1. This policy outlines refunds applicable to course fees paid to the school including any course fees paid to an education agent to be remitted to the school. *e.g., in the case of course fees collected by IDP.*
2. 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.
3. **Payment of Course Fees and Refunds**
 - a) Fees are payable according to *the School's Fees Policy and are invoiced at the beginning of each year*
 - b) An itemised list of school fees is provided in the school's written agreement *[as per NC Standard 3.1.b]*
 - 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 school receives written advice from the person who enters the written agreement to pay the refund to someone else.
4. **All notification of withdrawal from a course, or applications for refunds, must be made in writing and submitted to the College Principal.**
5. **Student default because of visa refusal**
 - a) If a student produces evidence of visa refusal (or provides permission for the school to verify visa refusal with the Department of immigration) and fails to start a course on, or withdraws from the course on or before the agreed starting day, Mary MacKillop College will refund within four weeks of receiving a written claim from the student the total amount of course fees received by Mary MacKillop College before the student's default day.
 - b) If a student whose visa has been refused withdraws from the course after it has commenced, the school will retain the amount of tuition fees proportionate to the amount of the course the student has undertaken and will refund of any unused tuition fees* received by Mary MacKillop 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).

6. **Student default**
 - (a) 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).
 - (b) 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.
 - (c) 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.

(d) Non-Commencement with notification of withdrawal:

- i. If the school 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 school will refund the amount of pre-paid tuition fees less an administration fee of \$100.00.
- ii. If the school 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 school will refund 90% of the tuition fee.

(e) Refunds after commencement of a course:

- i. *If tuition fees for up to 1 study period (1 semester) have been received in advance:* Where the student (or parent(s)/legal guardian if the student is under 18) notifies the school in writing of withdrawal before completing the relevant study period, no tuition fees will be refunded.

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 school receives written notification of withdrawal by the student (or parent(s)/legal guardian if the student is under 18), the school 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.
- ii. Where less than 10 weeks' notice of withdrawal is received, the school will refund the amount of unspent pre-paid fees less two term's fees.

(f) 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). Please see Appendix 14
- ii. Failure to maintain satisfactory attendance (visa condition 8202). Please see Appendix 14
- iii. Failure to maintain approved welfare and accommodation arrangements (visa condition 8532). [*If applicable:* Please See Appendix 16
- iv. Failure to pay course fees.
- v. Any behaviour identified as resulting in enrolment cancellation in Mary MacKillop College's Code of Conduct. See [Appendix 9](#)

7. Provider Default

- a) If for any reason the school 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 school, a full refund of any unused tuition fees* received by Mary MacKillop College with respect to the student will be made within 14 days of the agreed course starting day.
- b) If for any reason the school 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 school, a full refund of any unused tuition fees* received by Mary MacKillop College with respect to the student will be made within 14 days of the course school's default day.
- c) In the event that the school 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>

8. This agreement, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia's consumer protection laws.

Definitions

- a. Non-tuition fees – fees not directly related to provision of the student’s course, including Overseas Student Health Cover (OSHC); Homestay fees; School Uniforms; Stationery items; Excursions; Queensland Studies Authority fees (if applicable Years 11 and 12 students only)
- b. Tuition fees – fees directly related to the provision of the student’s course
- c. Course fees – the sum of tuition fees and non-tuition fees received by Mary MacKillop College in respect of the student in order for the student to undertake the course.
- d. Study period - Semester

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