



INTERNATIONAL STUDENTS REFUND POLICY

THIS POLICY SHOULD BE READ IN CONJUNCTION WITH THE FOLLOWING MLC INFORMATION:

- Full Fee Paying Overseas Student Letter of Offer
- Full Fee Paying Overseas Student Fees & Charges Brochure
- International Student Guide
- MLC Withdrawal from Enrolment Form
- Privacy Policy
- Resolving Grievances: For Students and Parents

Relevant Legislation:

As a provider of education and training services to overseas students, the College is required to comply with the following legislation:

- Education Services for Overseas Students Act 2000
- National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007

Compliance with other legislation:

This policy does not remove the right for further action under Australia's consumer protection laws.

RATIONALE

Methodist Ladies' College is committed to international engagement in education and training. Education can transform individuals, widen their intellectual horizons, open them to new ideas and experiences and extend their friendships. Overseas students also contribute intellectually to Australian education and society and provide diverse social and cultural perspectives that enrich the educational experience for many Australian students.

Compliance with this policy is the joint responsibility of the College Finance Department and Admissions Department.

Definitions are outlined in appendix 1.

AIMS

The aims of this policy are to:

1. Ensure that parents are aware of fees and charges payable in the event their child is unable to commence at the College after accepting an offer of enrolment, or withdraws from the College after commencement at the College; and
2. Provide information to parents that enable them to make informed decisions about their children's education.

GUIDELINES

This policy applies to all future and current Full Fee Paying Overseas Students (FFPOS) enrolled at the College.

1. Refunds will be applied in accordance with the table below:

Reason for refund	Notication period	Refund
Student's application for a visa unsuccessful.	Prior to agreed starting day.	Full refund of unspent pre-paid fees minus the lesser of the following amounts a. 5 per cent of the amount of course fees received by the College in respect of the student before the default day; or b. A \$500 for administration fee.
Student issued with a visa, then withdraws.	Cancellation 8 weeks or more prior to agreed start date of most current Letter of Offer.	100 per cent of unspent pre-paid fees less \$300 administration costs.
	Cancellation 4-8 weeks before agreed start date of most current Letter of Offer.	50 per cent of unspent pre-paid fees less \$300 administration costs
	Cancellation under 4 weeks before agreed start date of most current Letter of Offer	No refund
	After agreed starting day or course abandoned without written term's notice following commencement.	No Refund. Additionally, one term's tuition fees in lieu of the College receiving in writing, one term's notice of withdrawal from the course (following commencement) will be charged. Full annual boarding fee payable.
Withdrawal of offer by the College because the student has seriously breached international student visa conditions or the College's rules or fails to pay amounts liable to the College.	After course commences.	No refund of the current semester's tuition fees and annual boarding fees. Full refund of subsequent semester tuition fees.
Provider Default	1. 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. 2. 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 and boarding fees* paid to the College.
	In the event that the College is unable to fulfil its obligations of providing an agreeable alternative course for the student, or a refund.	Student will receive assistance from the Australian Government's Tuition Protection Service. For information on the TPS, please see https://tps.comlaw.gov.au/Details/F2012L01351

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

If the student changes visa status (eg becomes a temporary or permanent resident) she will continue to pay full overseas student fees for the duration of that study period.

- 1.1 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.
 - 1.2 All refunds will be made within two weeks of confirmation of the reason for withdrawal.
 - 1.3 The *MLC Withdrawal from Enrolment* form must be completed and sent to the Principal.
2. Exceptions to the above refund procedure may be made when the reason for withdrawal of a student is of a compassionate nature such as:
- 2.1 Death or serious illness of a family member;
 - 2.2 Serious illness or disability of the student;
 - 2.3 Political or civil event that prevents continuation of studies; or
 - 2.4 Natural disaster in home country preventing continuation of studies.
3. A partial refund may be considered in these exceptional circumstances on a case-by-case basis. Supporting documentary evidence must be provided for a refund to be considered by the Director of Corporate Services and the Principal. Refunds under this clause are at the sole discretion of the Principal.
4. If the College withdraws a student from their course because the student has seriously breached International Student Visa conditions or the College's rules or fails to pay amounts liable to the College, there will be an impact on the validity of the student visa. This is outlined in the International Students Guide.
5. Should a FFPOS and/or their parents have a complaint or grievance, they are required to follow Methodist Ladies' College's Resolving Grievances: Respect for Self, Others and the Environment (Policy and Procedures) within 10 working days of the occurrence of a matter giving rise to a complaint or grievance.
- 5.1 The independent International Student Conciliator located at the Department of Education Services is available to assist the parties to resolve the dispute themselves through mediation and conciliation, complementary to the College's internal complaints and appeals process outlined in the Resolving Grievances: For Students and Parents policy.
 - 5.2 If the student chooses not to initiate this process or withdraws from the process, or the process is completed and results in a decision supporting the College, the Admissions Registrar must notify the Secretary of the Department of Education and Training (DET) through PRISMS (Provider Registration and International Student Management System) of details pertaining to the matter that gave rise to the complaint, including steps taken to resolve or attempt to resolve it.

APPENDIX 1 – DEFINITIONS

DEFINITIONS

Full Fee Paying Overseas Student or International Student – a student who holds a student visa in force under the Migration Act 1958 of the Commonwealth and in relation to whom a full fee is paid for an education service.

Starting Day – Commencement date as per the FFPOS Letter of Offer.

Acceptance of Offer – Enrolment Confirmation signed by parents and payment of Confirmation Fee.