International Student Refund Policy

Policy ID	INT-S03-POL	**Applies To**	Prospective and enrolled international students, their parents/legal guardians, education agents, and authorised representatives.

1. PURPOSE AND SCOPE

Purpose

This policy outlines the circumstances under which refunds of tuition and non-tuition fees may be granted to international students enrolled at Moreton Bay Boys' College. It ensures that refund arrangements are transparent, fair, and compliant with the Education Services for Overseas Students (ESOS) Act 2000, the National Code of Practice for Providers of Education and Training to Overseas Students, and other relevant legislative requirements.

Scope

This policy applies to:

- All international students enrolled or seeking enrolment at Moreton Bay Boys' College under a Student Visa (subclass 500);
- Parents, legal guardians, education agents, and representatives acting on behalf of international students;
- Staff responsible for administering enrolments, fees, withdrawals, cancellations, and refunds;
- Tuition fees and non-tuition fees paid directly to the College.

This policy does not apply to fees paid directly to third-party providers, including but not limited to Overseas Student Health Cover (OSHC) providers, education agents, airlines, or external service providers.

2. POLICY STATEMENT

1) This policy outlines refunds applicable to course fees paid to the College.
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) The application fee is non-refundable.
4) Payment of Course Fees and Refunds
    a) Fees are payable according to the College's Fee Schedule
    b) An itemised list of College fees is provided in the College's Written Agreement [as per NC Standard 3.3.4]
    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 into the Written Agreement to pay the refund to someone else.

5) All notifications of withdrawal from a course, or applications for refunds, must be made in writing and submitted to the Principal.

6) Student default because of visa refusal

a) If a student produces evidence of visa refusal (or provides permission for the College 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, the College will refund within four weeks of receiving a written claim from the student the total amount of course fees received by the College before the student's default day, minus the lesser of

i) 5% of the amount of course fees received, or

ii) AUD 500

If a student whose visa has been refused withdraws from the course after it commenced, the College will retain the amount of the tuition fees proportionate to the amount of the course the student has undertaken and will refund any of the unused tuition fees* received by the College with respect to the student within the period of four weeks of the day of the student default. *Calculation of the refund due in this case is prescribed by a legislative instrument (s.10 of Education Services for Overseas Student (Calculation of Refund) Specification 2014.)

7) Student default

Any amount owing under this section will be paid within four weeks of receiving a written claim from the student (or parent(s)/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 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, the equivalent of one term's tuition fees will be retained by the College and any tuition fees remaining after that amount will be returned.

c) Non-commencement with notification of withdrawal:

i) If the College receives written notification of withdrawal by the student (or parent(s)/guardian if the student is under 18) four or more weeks prior to commencement, the College will refund the amount of tuition fees received less the Enrolment Application Fee and an administrative fee of AUD500.

ii) If the College receives written notification of withdrawal by the student (or parent(s)/guardian if the student is under 18) less than four weeks prior to commencement of the course, the equivalent of one term's tuition fees will be retained by the College and any tuition fees remaining after that will be returned.

d) Refunds after commencement of the course:

i) If tuition fees for up to 1 term have been received in advance: Where a student (or parent(s)/guardian if the student is under 18) notifies the College in writing of withdrawal before completing the term, no tuition fees will be refunded.

ii) If tuition fees for more than 1 term have been received in advance: If fees for more than one term have been received in advance, and the College received written notification of withdrawal by the student (or parent(s)/guardian if the student is under 18), the College will refund the amount of unused tuition fees less an administrative charge of AUD500, provided that at least ten weeks' written notice of withdrawal during term time has been received.

Please note that where less than ten weeks' term-time notice of withdrawal is received, the College will retain the tuition fees paid. Also, no College Reports or Certificates of Attendance will be issues if there are any outstanding fees due at the time of the student withdrawal.

e) Refunds in the event of a provider-initiated cancellation of enrolment:

i) No refund of tuition fees will be made where a student's enrolment is cancelled for any of the following reasons:

- Failure to maintain satisfactory course progress (visa condition 8202). Please see College Policy Ref: https://media.digistormhosting.com.au/mbc-au-qld-66-website/documents/International/Student-Progress-Attendance.pdf?mtime=20190826150745
- Failure to maintain satisfactory attendance (visa condition 8202). Please see College Policy Ref: https://media.digistormhosting.com.au/mbc-au-qld-66-website/documents/International/Student-Progress-Attendance.pdf?mtime=20190826150745
- Failure to maintain approved welfare and accommodation arrangements (visa condition 8532).
- Failure to pay course fees
- Any behaviour identified as resulting in enrolment cancellation in Moreton Bay Boys' College's Code of Conduct. College Policy Ref: https://media.digistormhosting.com.au/mbc-au-qld-66-website/documents/International/MBC_Code_of_Conduct_Policy.pdf?mtime=20190826153813

ii) Any refund in the case of cancellation of a student's enrolment for failure to maintain Moreton Bay Boys' College's agreed conditions of outlined in the student's Written Agreement, including failure to disclose a pre-existing condition requiring a high degree of specialised support or care, will be at the discretion of the College.

8) 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 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 the school 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 the school with respect to the student will be made within 14 days of the 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.

d) Where such a provider goes into default:

i) 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.

ii) 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.

9) 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.

Definitions

a. ***Non-tuition fees*** – fees not directly related to provision of the student's course, including Welfare Fee, Fees relating to Homestay provision and OSHC.

b. ***Tuition fees*** – fees directly related to the provision of the student's course, including course levy, prescribed year level camp fees.

c. ***Course fees*** – the sum of tuition fees and non-tuition fees received by the school in respect of the student in order for the student to undertake the course.

d. ***Term ….*** There are four terms in one calendar year

e. ***Semester ….*** There are two semesters in one calendar year and they are each made up of two terms.

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

3. ROLES & RESPONSIBILITIES

Role	*Responsibility*
Principal	Responsible for approving refund decisions where required, receiving written requests for withdrawal and refunds, and ensuring the policy is implemented consistently and fairly.
Director of International	Responsible for overseeing compliance with ESOS and National Code requirements, monitoring the effectiveness of this policy, and providing advice on complex refund matters.
International Coordinator	Responsible for processing refund applications, maintaining records, calculating refunds in accordance with this policy, liaising with families and agents, and coordinating refund payments with the Finance Department.

4. PROCEDURE

1. Requests for withdrawal from a course and applications for refunds must be submitted in writing to the Principal.
2. Upon receipt of a refund request, the International Coordinator will:
    a. Verify the student's enrolment status;
    b. Determine the reason for withdrawal or cancellation;
    c. Calculate any refund entitlement in accordance with this policy and legislative requirements;
    d. Seek approval where required.
3. Refund calculations will be undertaken in accordance with:
    a. The student's Written Agreement;
    b. The ESOS Act 2000;
    c. The Education Services for Overseas Students (Calculation of Refund) Specification 2014;
    d. This policy.
4. Approved refunds will be processed within the timeframes prescribed by legislation and this policy.
5. Refund payments will normally be made to the person who signed the Written Agreement unless written authority is received requesting payment to another party.
6. Records relating to withdrawals, cancellations, refund assessments, approvals, and payments will be maintained in accordance with College record-keeping requirements.
7. Students retain the right to access the College's complaints and appeals processes if dissatisfied with a refund decision.

5. SUPPORTING INFORMATION

Legislative References

- Education Services for Overseas Students (ESOS) Act 2000
- Education Services for Overseas Students Regulations 2019
- National Code of Practice for Providers of Education and Training to Overseas Students 2018
- Education Services for Overseas Students (Calculation of Refund) Specification 2014
- Australian Consumer Law

Related Documents

- International Student Written Agreement
- International Student Transfer Policy
- International Student Deferment, Suspension and Cancellation Policy
- Student Progress, Attendance and Course Duration Policy
- International Student Entry Requirements and Enrolments Policy
- Complaints and Appeals Policy
- International Student Welfare and Accommodation Policy

Definitions

Term	Definition
Non-tuition fees	fees not directly related to provision of the student's course, including Welfare Fee, Fees relating to Homestay provision and OSHC
Tuition fees	fees directly related to the provision of the student's course, including course levy, prescribed year level camp fees
Course fees	the sum of tuition fees and non-tuition fees received by the school in respect of the student in order for the student to undertake the course
Term	There are four terms in one calendar year
Semester	There are two semesters in one calendar year and they are each made up of two terms

6. DOCUMENT CONTROL

The following accountabilities apply to this document:

Policy Owner	Director of International
Policy Approver	Principal

The review cycle for this policy is every year:

Last Approved	December 2025
Next Review	December 2027

The following revisions have been made to this document:

Version	*Date*	*Summary of Material Changes*
4.0	06 2026	Third Review – updated to new policy template
3.0	12 2025	Second Review – updated to separate MBC from MBBC
2.0	10 2024	First Review – updated to new policy template
1.0	07 2022	Policy Creation