



PO Box 14  
Herberton QLD 4887  
Phone: 4096 144  
Fax: 4096 2509  
Email: [office@msb.qld.edu.au](mailto:office@msb.qld.edu.au)  
Website: <http://www.msb.qld.edu.au>  
CRICOS PROVIDER CODE: 00637G  
ABN: 42 498 340 094

*The Roman Catholic Trust Corporation of the Diocese of Cairns trading as Mount St Bernard College, Herberton*

## **Mount St Bernard College Fee Payment & Refund Policy**

**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.**

1. This policy outlines refunds applicable to course fees paid to Mount St Bernard College. Payment of Course Fees and Refunds
  - a) Fees are payable according to *Mount St Bernard College's Fee Schedule for FFPOS students Year 7 – Year 12*
  - b) An itemised list of Mount St Bernard College fees is provided in Mount St Bernard College's written agreement.
  - 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 Mount St Bernard College receives written advice from the person who enters the written agreement to pay the refund to someone else.
2. All notification of withdrawal from a course, or applications for refunds, must be made in writing and submitted the Business Manager.
3. Student default because of visa refusal
  - a) If a student produces evidence of visa refusal (or provides permission for Mount St Bernard 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,  
  
Mount St Bernard College will refund within four weeks of receiving a written claim from the student the total amount of course fees received by Mount St Bernard College before the student's default day, minus the lesser of
    - 5% of the amount of course fees received, or
    - AUD 500.

## 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, up to 25% tuition fees will be retained from tuition fees received by Mount St Bernard College.

(d) Non-Commencement with notification of withdrawal:

- i. If Mount St Bernard College 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, Mount St Bernard College will refund 75% of tuition fees received less an administration fee of \$250.00.
- ii. If Mount St Bernard College 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, Mount St Bernard College will refund 50 % of the tuition fee.

(d) Refunds after commencement of a course:

- i. If tuition fees for up to 1 study period have been received in advance: Where the student (or parent(s)/legal guardian if the student is under 18) notifies Mount St Bernard College in writing of withdrawal before completing the relevant study period, no tuition fees will be refunded.
- ii. If fees for more than one study period have been received in advance, and Mount St Bernard College receives written notification of withdrawal by the student (or parent(s)/legal guardian if the student is under 18), Mount St Bernard College will refund the amount of unused tuition fees less \$250.00 provided that at least 4 weeks written notice of withdrawal has been received.

NB: Where less than 4 weeks' notice of withdrawal is received, Mount St Bernard College will refund the amount of unused tuition fees less \$500.00

(e) 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 *Student Handbook*.
- ii. Failure to maintain satisfactory attendance (visa condition 8202). Please see *Student Handbook*.
- iii. Failure to maintain approved welfare and accommodation arrangements (visa condition 8532). [If applicable: Please see *Student Handbook*
- iv. Failure to pay course fees.
- v. Any behaviour identified as resulting in enrolment cancellation in Mount St Bernard College's Code of Conduct. Please see *Student Handbook*.

#### 4. **Provider default**

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

5. 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 boarding fees.
- 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 Mount St Bernard College in respect of the student in order for the student to undertake the course.
- d. **Study Period** – 1 Semester (19 weeks)