

1. This policy relates solely to overseas students enrolled in higher education courses offered by the College and is framed in compliance with the requirements of Guideline C2.14 of the Higher Education Guidelines 2003.
2. The policy is framed in the context of the College entering into payment in arrears agreements with all overseas students. Within those agreements tuition fees for undergraduate courses are payable in arrears for each academic year (covering all units in which a student enrolls in that academic year including both semester length units and year long units) of the course. For Years 1 to 4 of undergraduate courses, half of the fee for an academic year is payable at the end of Semester 1 and the other half of the fee for the academic year is payable at the end of Semester 2. In the case of the MA(Theology) or MTh courses fees are payable for semester length units at the end of each semester.
3. The College does not enter into written Refund Agreements with overseas students.
4. The policy was adopted by an Executive of the Board of Studies on Thursday, 2nd November 2006.
5. The policy is published on the College website as part of Fairness Policies (http://study.moore.edu.au/undergrad/Pages/sam_Fairness-Policies.aspx) and its location is advised in Section 4.13 of the *Student Handbook*.
6. The policy applies in the following situations of default on the part of Moore College:
 - 6.1. A higher education course offered by the College not starting on the agreed starting date; or
 - 6.2. A higher education course offered by the College ceasing to be provided before all enrolled student have completed the course; or
 - 6.3. A higher education course offered by the College not being provided in full.
7. Policy:
 - 7.1. If an undergraduate or a postgraduate course does not start on the agreed starting date then no refund would be payable as no tuition fees will have been paid.
 - 7.2. If an undergraduate course starts on the agreed date but any unit in which an overseas student is enrolled ceases to be offered or is not provided in full then any moneys already paid by an overseas student for such unit(s) will be refunded on application to the Manager Finance and Administration.
 - 7.3. If a unit within the MA(Theology) course starts on the agreed date but ceases to be offered before the end of the semester for that coursework unit then no refund is payable as no tuition fees will have been paid.
 - 7.4. If a unit within the MA(Theology) course starts on the agreed date but ceases to be offered after the end of the semester for that coursework unit and before the certificate of completion for any unit is issued to the student then all fees paid for that coursework unit to date will be refunded on application to the Manager, Finance and Administration.
 - 7.5. If a unit within the MA(Theology) course starts on the agreed date but ceases to be offered after the end of the semester for that coursework unit and after the certificate of completion for any unit is issued to the student then no refund of tuition fees is payable as the unit is complete.
 - 7.6. If supervision of an MTh candidate does not commence on the agreed starting date then no refund is payable as no tuition fees will have been paid.
 - 7.7. If supervision of an MTh candidate commences on the agreed starting date but ceases to be offered at any time prior to the issuance of a certificate of completion of the requirements for the award of the degree then the candidate may apply to the Manager, Finance and Administration for the refund of tuition fees relating to unfinished components of the degree. The amount of the refund will be determined in the light of the College's assessment of the proportion of the degree which has been completed and for which credit is available within the College's Credit Transfer Agreement attached to the candidates Payment in Arrears Agreement. Any student dissatisfied by such determination has recourse to the College's Non-academic Grievance Policy.

- 7.8. In terms of the College's Credit Transfer Agreement as attached to the student's Payment in Arrears Agreement full credit towards an alternative course will be provided by an alternate provider for all completed components of the original course without additional payment by the student. As well the alternate provider will enroll the student in the remaining units required to complete the alternate course (as per the Credit Transfer Agreement).
- 7.9. Should a course be provided as agreed and the student dispute payment of fees on any ground in terms of the Payment in Arrears Agreement (see Application Section 3.7) or claim a refund for fees already paid in arrears, the student may apply to the Manager, Finance and Administration who will determine an amount of refund, if any. Should such a student be dissatisfied with such refund, if any, the student has recourse to the College's Non-academic Grievance Policy (see http://study.moore.edu.au/undergrad/Pages/sam_Fairness-Policies.aspx). Should the student not be satisfied with a determination under the College's Non-academic Grievance Policy, he or she has a choice. They may either, contact the Overseas Students Ombudsman (www.oso.gov.au or 1300 362 072), or take recourse to the College External Dispute Resolution Policy (see http://study.moore.edu.au/undergrad/Pages/sam_Fairness-Policies.aspx).
8. Where a refund is made as a result of a default by the College (see par. 6, above) the following will apply:
 - 8.1. The amount refunded will be in terms of the foregoing policy;
 - 8.2. The refund, where due, will be made within two weeks of the date of the default; and
 - 8.3. The student will be provided with a statement explaining the calculation of the amount of the refund.
9. Nothing in this policy, including the College's Academic Grievance Policy or External Dispute Resolution Policy, is intended to prevent an overseas student from pursuing other legal remedies relating to requests for refunds.
10. A copy of this policy is attached to the letter of offer given to each overseas student.

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