Finance Agreement - Payment & Refund of Fees

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Scope

This agreement covers payments and refunds of fees for students enrolled at Marcus Oldham College.

General

Each commencing and continuing student is required to sign this Payment and Refund of Fees Agreement at the time of accepting a place in a Marcus Oldham College course. One copy is to be retained by the student. The other copy is to be returned to Marcus Oldham College when accepting the place.

No student will be permitted to commence a course of study at the College prior to the College having received a duly signed copy of this Agreement.

The terms and conditions set out in this Agreement apply equally to commencing students and to continuing students, unless specified otherwise.

Marcus Oldham College reserves the right to amend this Agreement at any time. Students will be bound by the copy of the Agreement signed and dated by them at the time of accepting the offer of a place.

The annual course tuition fees and course durations as advertised by Marcus Oldham College are for standard full-time courses where students are progressing without failures.

This Agreement does not remove the right of the student to take further action under Australia's consumer protection laws.

Fees for the 2026 Academic Year

Australian and New Zealand Students

Course	Tuition	Lodgings	Board	Period
Bachelor of Business (Agribusiness) Each of Years 1 & 2	$55,800	$9,800	$10,730	per academic year
Bachelor of Business (Agriculture) Each of Years 1 & 3	$55,800	$10,360	$11,310	per academic year
Bachelor of Business (Agriculture) Year 2 Practical Year	No fee			
Postgraduate studies, Graduate Certificate of Agribusiness or Master of Agribusiness	$3,810	N/A		per unit of study

Fees for 2026 – International students in Australian Dollars (AUD)			
Course	**Tuition**	**Residential**	**Period**
Bachelor of Business (Agriculture)	$164,520	included in total fee	Total course fee (3 years of study)
Bachelor of Business (Agribusiness)	$164,040	Included in total fee	Total course fee (2 years of study)

The Residential fees include:

- Accommodation during on-campus academic periods
- Twenty-one meals and five morning teas per week during academic trimesters
- Internet connection to all student bedrooms including usage to the prescribed limit set annually

The College does not charge any additional fees for the provision of:

- All necessary texts as supplied by the college
- 7-day, 24-hour access resource centre
- Internet connection including usage to the prescribed limit set annually
- Portable Device provided to all students undertaking 1st year undergraduate programs.
- Tours or visits

Other Fees

Re-assessment Fee	$400.00	Applied if a student has failed a topic within a unit if study and has been offered a re-assessment of one assessment piece.
Re-Enrolment Fee	$2,400.00	Applied if a student has failed a unit and has been offered an opportunity to re-enrol in that unit of study either concurrently with other units of study or directly following the completion of the relevant academic year.

A refundable room bond of $500.00 is payable to the College by each student occupying a residential room supplied by the College.

Non-residential tuition fees and further information on fees is available from the Chief Financial Officer.

Fees for ensuing years will be based on the above fees with increments related to the increase in the Consumer Price Index and/or increases in costs associated with delivering the courses.

International Students

Workloads

International students must undertake a full-time workload in each trimester of study in compliance with the rules and regulations relating to the issuing of student visas for entry into Australia.

Student Visa
If a student is unable to obtain a Student Visa prior to commencement of the course, Marcus Oldham College will refund in full any tuition fees paid less a AUD$250 administration fee.

Student Withdrawal
If a student obtains a Student Visa, accepts a place in the course, and then withdraws prior to commencement of the course, an amount of AUD$1,000.00 will be retained by the College as a services fee.

Fee Refunds Related to International Students who obtain Permanent Resident Status in Australia
Permanent Resident Status is recognised from the date the Permanent Resident Status is stamped in the student's passport, not the date on which the application for Permanent Resident Status is made.

An international student who is granted Permanent Resident Status in Australia prior to the commencement date of the following term is not classified, for course tuition purposes, as an Australian student until the beginning of the trimester following the granting of the Permanent Resident Status. As such, the student is liable to pay the course tuition fees applicable to international students for the trimester in which the Permanent Resident Status was granted.

If the student has already paid the course tuition fees applying to international students for the trimester, a total refund of these fees will be payable to the student, if the student has obtained Permanent Resident Status by the commencement date for that trimester.

1. Payment of Course Tuition and Accommodation Fees

International Students
These fees are payable in instalments. On accepting the offer of enrolment into a course, a deposit of A$18,000 is required which will be deducted from the total fees.

This deposit will be deposited by telegraphic transfer into the College account at:
Commonwealth Bank
BSB No. 063 512
Account No. 1119 1446
SWIFT/BIC Code: CTBAAU2S

The College will then issue you with a Confirmation of Enrolment document for Full Fee students, to enable you to obtain a student visa from the Australian Embassy.

The balance of fees will be due and payable in three instalments paid in April, June and August in the year of study.

Australian Students
Students are required to pay in full the appropriate instalment of the tuition fee prior to the census date for each trimester, on receipt of the invoice. Tuition for each trimester will be invoiced at the commencement of that trimester.

Commencing students
Commencing students are required to pay an amount of $1,000.00 at the time of accepting a place of enrolment in a course. This amount is non-refundable but will be credited in full to the student's academic fee account once they commence the year of study. Failure to comply with the required payment upon acceptance may result in the termination of the offer of a place of enrolment at Marcus Oldham College. Failure to comply with the other required payment dates may result in the

termination of the students place in their course at Marcus Oldham College. A student who has his/her place in a course terminated due to non-payment of fees will be liable for all fees and charges payable up until the date of the termination. To determine the amount of those fees, the trimester fees will be pro-rated for the relevant period.

FEE-HELP

FEE-HELP is a loan given by the Australian Government to eligible fee-paying students to help pay part or all their tuition fees. Student HELP loan accounts are administered by the Australian Taxation Office.

You can borrow up to the amount of the tuition fee being charged by the College for your course of study. There is a limit to the amount of fees that can be applied to your HELP loan account. If you have previous HELP debts, you should investigate the limit available to you. *Note: residential fees cannot be paid with FEE-HELP.* A loan fee of 20% applies to FEE-HELP loans for undergraduate courses of study. The FEE-HELP limit does not include the loan fee. No loan fee applies to FEE-HELP loans for postgraduate courses.
See www.studyassist.gov.au for complete information on FEE-HELP.

Please familiarise yourself with the conditions and availability of FEE-HELP from this website and complete the details as requested on the final page of this Finance Agreement.

2. Refunds Of Course Tuition Fees

Total Refund

A student who enrols in a unit or course of study but withdraws on or before the census date is not liable to pay their tuition fees for that unit or course of study. If the student has made an up-front payment(s) in relation to that unit or course of study, Marcus Oldham College will repay those amounts to the student, and, if the student has requested a FEE-HELP loan, the student will not incur a FEE-HELP debt for that unit or course of study.

Refunds for upfront student contribution payments will be made in accordance with the Commonwealth Government legislation, which states that 'students who withdraw before the census date will not have to pay the charge for the units or course from which they have withdrawn. Students who withdraw after the census date will have to pay the charge'. If you withdraw after the census date, you may be eligible for a refund if you are able to demonstrate exceptional circumstances. See 2.1.6. A written Application for Refund must be received by the College within 30 days from the date of withdrawal from the course.

Withdrawal Fee

A student who enrols in a unit or course of study but withdraws after seven (7) days from commencement of the unit or course of study, but prior to the relevant census date, will be liable to pay to the College an amount equal to the total of the academic fee and the residential fee for the total period the student was enrolled in the unit or course of study.
If the College is unable to provide the course, all tuition and fees paid will be fully refunded.
Marcus Oldham College defaults, whereby:

- the course does not start on the agreed starting day,
- the course ceases to be provided at any time after it starts but before it is completed,
- The course is not provided in full to the student because a sanction has been imposed on the College's registration under the ESOS Act for breaches of the National Code.

Exceptional Circumstances

A written notice of withdrawal made by the student due to exceptional circumstances may be accepted as grounds for a total refund of tuition fees paid in advance of notice of withdrawal. Fees will be payable up to the day the notification of withdrawal was received by the college.

Grounds for refunds:

- A written notice of withdrawal due to exceptional circumstances may be accepted as grounds for either a total or partial refund of fees, subject to the provision of acceptable documentary evidence in support of the application for a refund, including:
- inability to obtain a student visa
- illness or disability
- death of the student or a close family member (parent, sibling, spouse or child)
- political, civil or natural event that prevents full payment of fees by the agreed date – see Payment of Course Tuition and Accommodation Fees (above)

Re-Credit of FEE-HELP balance due to Special Circumstances

The grounds for refund of tuition fees may extend to the Re-Credit of FEE-HELP balances if Special Circumstances apply in addition to the Exceptional Circumstances mentioned above. When applying the test of Special Circumstances, Marcus Oldham College will determine if the circumstances are wholly beyond the control of the student, don't impact until after census date and make it impracticable to complete the units.

A written notice of withdrawal made by a commencing student and received by the College prior to the scheduled commencement day of the course for which the intending student is enrolled.

The course starts on the agreed day (i.e. on the day on which the course was scheduled to start, or a later date agreed between Marcus Oldham College and the student) but the student does not start the course on that day and has not previously withdrawn from that course. The student subsequently withdraws from the course prior to the census date.

The student's candidature is terminated by Marcus Oldham College when entry criteria for the student have been found to be inadequate.

Marcus Oldham College withdraws an offer on the basis that the offer was made on incorrect or incomplete information being supplied by the student or intending student.

Partial Refund

A student who leaves the course without written notice prior to the relevant census date and without sufficient cause as assessed by The Principal is entitled to a refund of fees paid in advance of the final day the student remained at the College. An administration fee of 10% of the tuition fees for one semester will be payable by the student. All fees and charges incurred by the student up to and including the final day will be paid by the student. In this instance a student may make a claim in writing to The Principal for consideration of a refund of tuition fees. Residential fees will not be refunded. The Fee Refund Appeal Committee (see 6 below) will be the final arbiter in making this decision. The written claim must be received by the College within 30 days of the final day the student remained at the College.

No Refund

A student who withdraws from a unit or course after the census date of the teaching period will be liable to pay the full academic period cost of the course. An administration fee of $250 will also be payable by the student.

Academic or Social Exclusion. Students who are not eligible to continue their course of study due to academic or social exclusion implemented on behalf of the College by the Principal will not receive a refund of tuition fees paid in advance to the final day of the current academic period.

Academic exclusion is the result of the student not achieving educational outcomes to the satisfaction of the College.

Social exclusion is the result of the student breaching social and behavioural standards set out in College documents and transmitted to each student prior to, or on, the enrolment day of the College for the course in which the student is enrolled.

3. Refunds of Course Tuition Fees where Marcus Oldham College defaults

Refunds will be made within six (6) weeks after the Marcus Oldham College default date and a statement will be forwarded to the student advising how the amount has been calculated.

4. Refunds of Course Tuition Fees where the student defaults

Where a student has commenced a course of study, continues to be enrolled after the census date and gives written notice to terminate their course of study, no course tuition fees paid in advance are refundable plus an administration fee of $250 will be levied. The student will be required to pay all fees and charges up to and including the final day of the current academic period if their fees have not been paid in advance for that period.

Where a continuing student who is permitted to re-enrol, submits a re-enrolment form for the next academic year but does not pay the required fees and does not withdraw from studies, the tuition fees for the current year must be paid before the student can commence the course.

5. Payment of Course Tuition Fee Refunds

In circumstances where Marcus Oldham College defaults (see above), if a refund of course tuition fees paid to Marcus Oldham College is applicable, Marcus Oldham College must refund the amount within six (6) weeks after the default day, the default day being the day the course ceased to be provided.

In circumstances where the student defaults, if a refund of course tuition fees paid to Marcus Oldham College is applicable, Marcus Oldham College must refund the amount within four weeks after receiving a written claim, from the student. The written claim must include the date of the claim, the student's full name, and the basis for making the claim, the address to which the refund is to be forwarded, and the student's signature. Claims will not be processed where the signature on the claim does not match the student's signature as shown on other documents provided by the student for admission to Marcus Oldham College. Students are required to submit the written claim as soon as possible after the default day.

Where a full or partial refund of the course tuition fees paid to Marcus Oldham College is applicable, Marcus Oldham College may as an alternative to making a refund payment, arrange for another course or part of a course suitable to the student or intending student, and transfer the due refund as payment or part payment for that course. If the student agrees to accept this alternative arrangement, Marcus Oldham College is relieved of its liability to make the refund payment.

6. Appeal Procedure

A student may appeal against a decision by Marcus Oldham College not to refund some or all of the tuition fees paid by him/her to Marcus Oldham College.
There shall be a Fee Refund Appeal Committee consisting of three members:

- Principal
- Chief Financial Officer
- Course Director / Deputy Principal – Academic

A notice of appeal shall be lodged in writing with the Principal within one month after the day on which the decision appealed against was posted to the student.

The Principal shall give the student 21 days' notice in writing from the date of postage of the time, date and place set for the hearing of the appeal.

In the hearing of an appeal a student may make submissions in writing or in person and may be represented by another person.

The Fee Refund Appeal Committee shall hear and determine any appeal referred to it by the Principal and the Committee's decision shall be final.

Students retain the right to take further action under Australia's consumer protection laws.