

Fees and Refunds Policy

Purpose

This policy and procedure aims to outline Melbourne Institute of Australia approach to managing fees and refunds and demonstrate how fees paid in advance are protected by MIA .

This complies with Clauses 5.3, 7.3, and Schedule 6 of the Standards, the ESOS Act and the National Code of Practice for Providers of Education and Training to Overseas Students 2018, Standard 2 and 3.

Definitions

- **ASQA** means Australian Skills Quality Authority, the national VET regulator and the RTO's registering body
- **DET** means Department of Education and Training
- **ESOS Act** means Education Services for Overseas Students Act 2000
- **National Code** means National Code of Practice for Providers of Education and Training to Overseas Students 2018
- **Fee Payer** means the nominated payer of a students course fees, usually either the student or the employer paying on behalf of the student
- **Provider default** means where the provider fails to start providing the course to the student at the location on the agreed starting day or after the course starts but before it is completed, it ceases to be provided to the student at the location; and the student has not withdrawn from the course before the default day.
- **SRTOs** means the Standards for RTOs 2015 – refer definition of 'Standards'

Standards means the Standards for Registered Training Organisations (RTOs) 2015 of the VET Quality Framework which can be accessed from www.asqa.gov.au

Student default means where:

- the course starts at the location on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or
- the student withdraws from the course at the location (either before or after the agreed starting day); or
- the registered provider of the course refuses to provide, or continue providing, the course to the student at the location because of one or more of the following:
 - the student failed to pay an amount payable to the provider for the course;
 - the student breached a condition of his/her student visa;
 - misbehaviour by the student.

A student does not default for failing to start a course on the agreed starting day if he/she does not start that course because of provider default.

Policy

1. Protection of fees paid in advance

For international student fee protection is ensured as follows:

- All course fees will be held in a separate bank account that can only be drawn down when the student commences. The course fees are held separately from the day-to-day operating expense accounts, so that if a refund is payable before the student commences, the refund can be made in full and in a timely way without impact on the financial operations of the business or recourse to the tuition protection system.
- MIA does not require international students to pay more than 50% of course fees prior to course commencement. However, MIA provides students with the opportunity to pay more than 50% of their tuition fees prior to course commencement if they wish. Where a student chooses not to pay more than 50% upfront, the remaining amount will be collected according to an agreed payment schedule. Note, however, that where a course is less than 25 weeks, MIA will require students to pay the full cost of the course prior to course commencement.
- MIA pays TPS Levy to the Tuition Protection Service (TPS) provided by the Australian Government.

2. Fees and refund information

- Fee information relevant to a course is outlined in detail on the Student Agreement and summarised on the Course Outline as well as the RTO's website. In compliance with Clause 5.3 of the Standards, detailed fee information is provided prior to enrolment or commencement of training, whichever is first.
- For international students, fee information is always provided prior to enrolment or receipt of payment as per the requirements of the National Code 2018 Standard 2 and 3. Fee information provided to international students includes:
 - All course fees, including both tuition fees and non-tuition fees and the period to which these fees apply
 - Any additional charges that may apply and the circumstances in which they apply
 - The potential for changes to fees over the duration of the course
 - Payment options (including that international students may choose to pay more than 50% tuition fees before their course commences)
- The Student Agreement and the Student Handbook which are provided prior to enrolment, includes this Fees and Refunds Policy and Procedure and informs the student of their consumer rights. Students are required to sign the Student Agreement in acknowledgement of the terms and conditions of the enrolment and this policy.
- Where an employer is paying for a student's course, an Employer Agreement will be provided at the time of enrolment outlining the total fees, payment terms and schedule of payments applicable.
- Students have the right to utilise the 'cooling off period' if they signed up to a course. The cooling off period is 7 days from the date they signed their written Agreement and paid their fees. To exercise this right, the student must notify our office in writing within 7 days of the written agreement signed.

3. Course fee inclusions

- The Student Agreement will clearly itemise all course fees, including both tuition and non-tuition fees.
- Tuition fees include:
 - All of the training and assessment required for students to achieve the qualification or course in which they are enrolling within the attempts allowed.
 - Refer to the course brochure for the current fee structure for that course

4. Payments

- Payments can be accepted by EFTPOS, electronic transfer, credit card, money order or direct debit.
- Credit card payments incur a surcharge of 2% per transaction.
- Students who are experiencing difficulty in paying their fees are invited to call our office to make alternative arrangements for payment during their period of difficulty.
- Debts will be referred to a debt collection agency where fees are more than 40 days past due.
- MIA reserves the right to suspend the provision of training and/or other services until fees are brought up to date. Students with long term outstanding accounts may be withdrawn from their course if payments have not been received and no alternative arrangements for payment have been made.
- International students who do not pay their fees will receive two warnings regarding non-payment of fees and thereafter will be reported to DET via PRISMS under student default.
- Receipts of payments made by international students will be kept for at least 2 years after the person ceases to be an accepted student.

5. Refunds for international students

1.1 Before Commencement (visa refusal)

If a student visa is refused and the refusal was a reason for the student's failure to start the course on the agreed starting day for the course, or withdrawing or failing to pay tuition fee on time from the course on or before the agreed starting date, then no refund to the student.

1.2 Before Commencement (Other than visa refusal)

- a. If written notice of withdrawal is received from a student more than 60 days before the initial course commencement, the total course fee less AU \$500.00 is refundable.
- b. If written notice of withdrawal is received from a student less than 60 days but more than 28 days before the initial course commencement, 50% of the course fee is refundable.
- c. If written notice of withdrawal is received from students less than 28 days before the commencement of the course date or if failed to commence the course on an agreed commencement date, no refund will be issued.
- d. If students defer the course commencement date and then apply for a refund, no refund will be issued.

1.3 Post commencement (Other than visa refusal)

Under following circumstances, no refund will be issued to students.

- Students cancel their enrolment in a course after their commencement date (this includes abandonment of course enrolled in before its completion)
- In the event that students seek and are granted approval by MIA to transfer to another provider prior to completion of six months study of the principal course
- In the event that the students enrolment is cancelled because of infringement with MIA Disciplinary policy or breach of student visa conditions or fail to make scheduled payment of their fees and charges.

1.4 If there is no written refund agreement If MIA didn't enter into a written refund agreement with student, MIA will refund the unspent tuition fees to the student. The refund amount will be calculated as below Refund amount = weekly tuition fee x weeks in default period.

1.5 Refund due to Provider Default

- The course does not commence at the location on the agreed commencement date (or)
 - The course ceases to be provided at any time after it commences but before it is completed (or)
 - If a sanction has been imposed and MIA was prevented from providing the course
- a. In the case of a Provider Default, MIA discharge its obligation to the students within 14 days from the day of the default. Student will be given the following option to choose from.
- Receive a refund of tuition fees for the weeks in default period (unspent tuition fees) Refund amount = weekly tuition fees x weeks in default period
 - Receive placement in an alternative course with MIA or another provider at the provider's expense. If students choose this option, students must accept the offer in writing. All the unspent tuition fees will be transferred to the new course.
- b. If MIA fails to discharge its obligations (fails to provide a refund or place students in an alternative course), the Tuition Protection Scheme will be responsible for placing students in a suitable alternative course or refund the unspent tuition fees. More information on Tuition Protection Scheme will be available on www.tps.gov.au website.

1.6. Refund of OSHC, Airport Pickup and Accommodation charges

- If students' refund application has been approved prior to course commencement, MIA will refund the Overseas Student Health Cover (OSHC) amount paid by students to MIA. If students have commenced their studies and require a refund of OSHC Student will be required to apply to OSHC provider directly for reimbursement of amount paid.
- If students refund application has been approved prior to course commencement, MIA will refund any amount, which has not been paid to accommodation provider, Accommodation Placement Fee and Airport Pickup. In other circumstances, were the money have been paid for, students are required to apply directly to the accommodation provider and Airport Pickup service providers for a refund.
- MIA does not take responsibility and is not liable for the refund policies of those service providers.

1.7. Applying for a refund

- To apply for refund students must complete the Refund Application Form and attach any evidence or documentation relevant to the refund application. Students must submit the form to Admissions for refunds before arrival/commencement, or Student Services for refunds after commencement.
- Students will be notified of the outcome of their refund application in writing and paid any refund calculated as per the policy within 10 working days of receiving the Refund Application Form.
- the refund will only be made to the student nominated bank account in the refund application form

Note: If the student is dissatisfied with the outcome of their refund application, he/she can appeal the MIA Complaints and Appeals Policy. To request the Complaints and Appeals Policy, please get in touch with MIA.

Provider Default occurs in the following circumstances: Circumstances in which a refund will be paid – FULL REFUNDS APPLY

A full refund of any course fees paid will be provided to students in any of the following circumstances:

- Where a course does not start on the starting date outlined in the Letter of Offer
- If a student cannot commence the course because of illness, disability or where there is death of a close family member of the student (parent, sibling, spouse or child).
- At the discretion of MIA 's CEO or approved representative, when other special or extenuating circumstances have prevented the student from commencing their studies including political, civil or natural events.
- If an offer of a place is withdrawn by MIA and this is not due to incorrect or incomplete information being provided by the student.

Refund process for full refunds

- In any of the above situations, MIA will automatically conduct a refund assessment of all affected students and issue the refunds due accordingly. In these cases there is no need for a student to make an individual application for a refund. Refunds will be issued within 28 business days.

Circumstances in which a partial refunds will be paid – PARTIAL REFUND

- Partial refunds will be paid in the event of provider default. The refund will be calculated from the day of the default as per section 7 of the Education Services for Overseas Students (Calculation of Refund) Specification 2014.
- Partial refunds will also be provided in the same manner as for provider default (as above) where MIA fails to enter into a written agreement with a student or the Student Agreement is not compliant with the requirements of the ESOS Act or the National Code.
- If an international student is refused a visa (student default) before commencing their course, MIA will refund the total amount of all course fees (tuition and any non-tuition fees) received for the course less whichever is the lower amount of 5% of the total amount of the fees (tuition and non-tuition) or the sum of \$500.
- If an international student is refused a visa (student default) but has already commenced their course, non-tuition fees will not be refunded. However, tuition fees will be refunded from the day of the student default as per Section 7 of the Education Services for Overseas Students (Calculation of Refund) Specification 2014.
- If a student has supplied incorrect or incomplete information and as a result MIA withdraws the offer prior to commencement of the course, the student will be eligible to receive a refund of all course fees paid less a 20% administration fee.
- Where a student has not met the conditions included in the letter of offer and withdraws 0 – 28 days before course commencement, the deposit paid will be refunded less a 20% administration fee.
- Where a student withdraws from a course 0 – 28 days before the course commencement, 50% of the deposit paid will be refunded.
- If a student withdraws or defers their course after the course has started and they have paid for units/clusters that have not been commenced. This will be calculated on a per unit or cluster cost calculated as the course fee less administration fees of 20%, less resources fees divided by the total number of units or clusters in the course

Refund process for partial refunds

- Students who withdraw from a course may seek a refund or a reduction in fees owing by making an application for a refund in writing using the Application for Refund Form. The application must include the details and reason for the request. Students who have not completed a Withdrawal Form are not eligible for consideration of a refund or reduction in fees.
- The refund assessment will be based on reviewing the services provided to the student and the costs incurred by MIA to provide those services.
- The outcome of the refund assessment will be provided in writing to the student's registered address within 28 business days, outlining the decision and reasons for the decision along with any applicable refund or adjustment note. Refund decisions can be appealed following our Complaints and Appeals Policy and Procedure.
- A student not achieving the qualification or unit/s in which they enrolled due to exhausting their attempts at assessment, does not entitle the student to a refund.

Circumstances in which a refund will not be paid – NO REFUND

- A student is not entitled to a refund in the following circumstances:
 - Where a student visa is cancelled due to breach of visa conditions
 - Where MIA terminates the student's enrolment because of a failure to comply with MIA policies, misbehaviour or unsatisfactory course progress.

6. Recording and payment of refunds

- Refunds will be paid to the person or organisation that made the original payment.
- Refund assessments can be appealed following our Complaints and Appeals Policy and Procedure.
- Records of refund assessments and issuance of refunds will be stored securely on the student's file and in our accounts keeping system.

7. Publication

- MIA will publish in a prominent place on its website the following:
 - All tuition and non-tuition fees of Courses.
 - This Fees and Refunds Policy.

PROCEDURES

1. Student fees

Refer

- SRTOs: Clauses 5.3, 7.3
- National Code: Standard 3

Procedure	Responsibility
<p>A. Deposit invoices</p> <ul style="list-style-type: none"> • All international students should pay their deposit/enrolment fee upon enrolment. • Ensure there is a signed written Student Agreement on file before invoicing. • Raise an invoice for the amount in line with the payment schedule for the relevant course. • Fee-payers have 14 days to pay an invoice. • Keep a copy of the invoice on the student's file. 	<p>Administration team/ Bookkeeper</p>

Procedure	Responsibility
<p>B. Fee instalment invoices</p> <ul style="list-style-type: none"> • Charge fee instalments in line with the relevant payment schedule for the course, outlined on the Student Agreement/ Course Outline. • Ensure all payment terms, conditions and amounts are as indicated on the invoice unless a record of an agreed or advised change is in writing and the conditions of such a change were outlined on the initial agreement. • Students have 14 days to pay an invoice. • Keep a copy of the invoice on the student's file. 	<p>Administration team/ Bookkeeper</p>
<p>C. Receiving payments</p> <ul style="list-style-type: none"> • Payments may be made by EFTPOS, cash, direct bank transfer, credit card or direct debit. • Fees for international students may not be collected until the Student Agreement has been signed. • Record payments against the relevant invoice on insert name of financial system • Provide the student with a receipt. • Ensure receipts for payments from international students are retained for at least 2 years after the first payment is received. 	<p>Administration team/ Bookkeeper</p>
<p>D. Managing overdue fees – international students</p> <ul style="list-style-type: none"> • Call students where payments are more than 10 days overdue. • Send out first warning letter regarding non-payment of fees when payment are more than 10 days overdue • Send out second warning letter regarding non-payment of fees when payment are more than 20 days overdue • Send notification of intention to cancel regarding non-payment of fees when payment are more than 30 days overdue. • Any student with an invoice over 40 days past due should be referred to the debt collection agency. 	<p>Administration team/ Bookkeeper</p>

2. Refunds

Refer

- SRTOs: Clauses 5.3, 7.3
- National Code: Standard 3

Procedure	Responsibility
<p>B. Processing refunds – provider default (international students)</p> <ul style="list-style-type: none"> • Automatically issue a refund within 14 days to students who have enrolled and paid their deposit/enrolment fee and the course is cancelled prior to commencement. • Automatically issue a refund to students within 14 days where the course has commenced but is cancelled. • Notify students to whom refunds are automatically issued in writing and issue refund. Record on file. • All other students who withdraw from their course and seek a refund are to make a request for a refund in writing. • Assess refund as per this Policy. • Calculate the relevant refunds. • CEO approves refund assessment. • Notify the student in writing of the outcome of the refund assessment and make payment of refund where applicable. • For student default, process refunds within 28 days. • Keep a copy of the refund assessment on the student’s file. 	<p>Administration team/ Bookkeeper/ CEO</p>
<p>C. Processing refunds – student default (international students)</p> <ul style="list-style-type: none"> • All other students who withdraw from their course and seek a refund are to make a request for a refund in writing. • Assess refund as per this Policy. • Calculate the relevant refunds. • CEO approves refund assessment. • Notify the student in writing of the outcome of the refund assessment and make payment of refund where applicable. • Process refunds within 28 days. • Keep a copy of the refund assessment on the student’s file. 	<p>Administration team/ Bookkeeper/ CEO</p>