

Fee Refund Policy and Procedure

Relevant Standards	Linked Documents
SRTO 2015: 5.3, 7.3 The National Code 2018: Standard 2.1, 3.4	Fee Policy Fee Refund Form Student Agreement

1. Purpose

The purpose of this policy is to ensure that Mervic adopts a refund policy that is fair to students who have valid reasons for requesting refunds and who give Mervic sufficient notice, while at the same time protecting Mervic from suffering economic loss that may be caused by refund requests that are not submitted within the required timeframe.

2. Scope

This policy and procedure apply to all the fees received from all the students enrolled by Mervic as well as fees received from all the prospective students who pay an advance fee when applying for a place at Mervic. As such this policy is also a part of Student Written Agreement.

This policy also applies to any education agents or college's overseas offices collecting any student fees on behalf of Mervic.

3. Definitions

Course: A program of study leading to a qualification or an award. A course may comprise of units or modules

Study Period: means an academic term within a course. Usually, there are four study periods in a year.

Tuition Fee: Covers the cost of providing the course of study and use of resources at Mervic. Tuition Fee does not include Overseas Student Health Cover (OSHC), administration costs including enrolment/application fee, home stay booking fee and airport pick-up fee and costs related to equipment or training material purchases

Materials Fee: Covers the cost of learning materials and resources provided by Mervic

Application Fee: Covers the administrative costs of enrolment

Fees: A total of tuition, materials and application fees

Pre-paid Tuition Fees: Tuition fees paid in advance prior to commencement of the course or a study period

Principal Course of Study: Means the main or the final course of study to be undertaken by an overseas student where a student visa has been issued for multiple courses of study

CoE Start Date: Refers to the day on which the course was scheduled to start, or a later day agreed upon between Mervic and the student – as mentioned in the Confirmation of Enrolment (CoE). Also referred to as the Agreed Start Date.

Term Start Date: Date on which an academic term commences as per Mervic's yearly academic program calendar. Academic program calendar is published on college's website and also available from Mervic reception

International Students: All those students who are on either on a student visa or a temporary visa that allows them to undertake formal studies in Australia

TPS: Tuition Protection Scheme (enacted on 20th of March 2012 as part of the Government's second phase response to the Baird Review) replacing Tuition Assurance Scheme and ESOS Assurance Fund

4. Legislative Context

- National Vocational Education and Training Regulator Act 2011 (Cth)
- The ESOS Act 2000
- The National Code 2018
- ESOS Regulations 2001
- The Education Services for Overseas Students Legislation Amendment (Tuition Protection Service and Other Measures) Act 2012
- The Education Services for Overseas Students (Registration Charges) Amendment (Tuition Protection Service) Act 2012
- The Education Services for Overseas Students (TPS Levies) Act 2012
- The Australian Consumer Law 2011

5. Policy

5.1 The fees and charges required to be paid to Mervic by a student will be as specified in a signed written agreement between the student and Mervic that is entered into prior to the student commencing in the course(s) to which the agreement pertains.

5.2 Mervic shall publish an annual *Fee Schedule* listing all the tuition fees and charges, including refundable and non-refundable fees. This schedule will be available on Mervic's website.

5.3 The only refundable fees are the tuition fees (unless otherwise stated in the student agreement against any fee/s listed). Fee refunds will be based on unexpended (unused) tuition fees.

5.4 Where an enrolment change is necessitated by illness or other exceptional and compassionate circumstances beyond the student's control and which prevent the student from completing studies in that study period, any refund of tuition fees is contingent upon approval of the refund by the CEO.

5.5 Fees and charges may be consolidated under a "package" if the student is enrolled in more than one course at Mervic. The types of fees and charges payable to Mervic by a student may include, without being limited to, the following:

- Tuition fees (including fees referred to as course or program fees)
- Materials fee
- Application fee
- Reassessment or unit re-sit fee
- Late payment fees or charges (e.g., Late Submissions Fee)
- Fees for services
- Fees for re-issuance of AQF certification

5.6 Mervic does not allow its education agents to collect any tuition fees on its behalf. In exceptional circumstances where payments to an agent are approved and made under specific written instructions of Mervic, Mervic will treat these payments as payments made to Mervic. The following refund conditions and procedures will apply to all the fees whether paid directly to Mervic or through an approved agent of Mervic.

5.7 Full Refund of Tuition Fees

All unexpended (unused) tuition fees will be refunded in full where:

- The course does not start on the agreed starting date which is notified in the Letter of Offer;
- The course stops being provided after it starts and before it is completed;
- The Course is not provided fully to the student because Mervic has a sanction imposed by a government regulator; or
- An offer of a place is withdrawn by Mervic, and no incorrect or incomplete information has been provided by the student;

and in compassionate and compelling circumstances (supporting documents/evidence must be provided where possible) at any time where;

- A student is unable to obtain a student visa; resulting in not being able to come to Australia;
- Illness or disability prevents a student from taking up the course;
- A student is withdrawing due to a serious health issue/death of a close family member of the student; or
- Where a student formally withdraws from a course **more than eight (8) weeks** before the CoE start date;
- Other special or extenuating circumstances preventing a student from taking up or continuing the course, including political, civil or natural events, and personal well-being, will be considered on a case-to-case basis on review of the supporting evidence at the discretion of the CEO.

The Student will have the right to choose whether to seek a full refund of the fees, or to accept a place in another course. If the student chooses placement in another course, Mervic shall ask the student to sign a new student agreement to confirm acceptance of the placement.

Additional Requirements for On-Shore and Transferring Students

- On-shore students transferring to another provider or changing their visa status to any other visa (other than a Protection Visa) will not be eligible for a full refund. Partial refund to be considered as per clause 5.8 below.

5.8 Partial Refund of Tuition Fees

Partial refunds of the amounts specified below will be provided in the following circumstances:

Off-Shore Students (New Commencements)

- Where a student formally withdraws from a course **more than four (4) weeks** before the CoE start date, **80%** of the tuition fees paid for that term or study period and any other unexpended (unused) or pre-paid tuition fees will be refunded.
- Where a student formally withdraws from a course **less than four (4) weeks** before the CoE start date, **50%** of the tuition fees paid for that term or study period and any other unexpended (unused) tuition fees will be refunded.
- Where a student formally withdraws from a course **less than two (2) weeks** before the agreed CoE start date, **25%** of the tuition fees paid for that term or study period and any other unexpended (unused) tuition fees will be refunded.

On-Shore Students (Transferring Students)

On-shore students transferring to another provider or changing their visa status to any other visa (other than a Protection Visa), **will only be eligible for a maximum of 50% refund of the unexpended (unused) or pre-paid tuition fees** in the following circumstances;

- Where a student formally withdraws from a course four (4) weeks prior to course commencement, **only 50%** of the tuition fees paid for the course and any other unexpended (unused) or pre-paid tuition fees will be refunded;
- Where a student formally withdraws from a course after commencement and prior to four (4) weeks of the start date of an **academic term** (as per Mervic's College's Academic Calendar published on the college website) **only 50%** of the tuition fees paid for that term or study period and any other unexpended (unused) or pre-paid tuition fees will be refunded;
- On-shore students who defer commencement of their studies will not be eligible for any refunds for the deferred term.
- Where compassionate and compelling circumstances apply beyond student's control, refunds will be considered on a case-to-case basis on review of the supporting evidence at the discretion of the CEO.
- On-Shore students who withdraw less than four (4) weeks prior to course commencement or start of an academic term shall not be eligible for any refund.

5.9 No Refund of Fees

In certain circumstances, students will not be entitled for a refund of tuition fees. These circumstances include;

- Where a student formally withdraws from;
 - 1) a single course within Mervic; or
 - 2) the first course within a packaged program comprised of two or more courses within one or more Mervic schools/institutions**after the CoE start date**, the student will not be entitled for a refund and will still be liable for the tuition fee for that/current term or study period. Any other unexpended (unused) or pre-paid tuition fees for future terms/study periods will be refunded as per the terms of this refund policy;
- Leave of absence, deferral, and suspension of studies do not entitle a student for a refund of tuition fees for the duration for which such absence, deferment or suspension were affected;
- A student whose enrolment is either suspended or cancelled by Mervic for academic and personal misconduct during an enrolment period, including but not limited to misbehaviour or non-payment of fees to Mervic, shall not be eligible for a refund for that term;
- A Student whose visa is cancelled by Department of Human Affairs (DHA – formally DIBP) during an enrolment period while in Australia for any reason (other than issuance of a Protection Visa) shall not be eligible for a refund;
- A student, who supplies incorrect or fraudulent information or document to obtain a place at Mervic, shall not be eligible for a refund.
- Any fees listed as “non-refundable” in the student letter of offer, or the student agreement (written agreement) shall not be part of any refund.

5.10 Penalties for Non-payment or Late Payment of Fees

5.10.1 A late payment charge of \$50 may apply where a student (or their agent in case of an international student) has not paid tuition fees by the fee due date notified to the student.

5.10.2 A student who has outstanding fees owing to Mervic will not be permitted further enrolment (except where any Commonwealth or State legislation or code of practice provides otherwise) and will have their academic results withheld (as such will not be eligible to graduate) until the fee debt is paid in full.

5.10.3 A student who has not paid tuition fees by the fee due date may have their enrolment cancelled at Mervic.

5.10.4 A student whose enrolment has been cancelled due to non-payment of fees may apply for reinstatement of the enrolment at any time, provided the student pays in full any outstanding amount owing to Mervic.

6. Procedure for Claiming Refunds

6.1 All refund claims must be submitted in writing via college's *Refund Request Form* accompanied by appropriate supporting documents as specified to Mervic reception.

6.2 All refund applications must be made and signed in person by the student. Where it is not possible for a student to be present in person (e.g., students residing overseas or international students) to claim a refund, the student must send a scanned copy of their signed forms to the Student Admissions Officer either by email or facsimile. On receipts of email or facsimile applications, the Student Admissions Officer will verify student's signatures on records and may also telephone the student to verify student's identity. No refunds will be made on email or facsimile applications until the time when student's identity has been verified.

6.3 All applications for the refund will be authorised by the Chief Executive Officer or the Finance Manager.

6.4 When an amount is refunded to an international student, Mervic will provide the student with a statement explaining how the refund amount has been calculated.

6.5 A refund of fees in relation to an international student will be made in the same currency in which the fees were paid and be made to the party who entered into the written agreement with Mervic, unless that person directs Mervic otherwise in writing.

6.4 In normal circumstance, Mervic will refund the amount within four (4) weeks after receipt of the completed and signed *Refund Request Form* together with appropriate supporting documents.

6.5 Payments will be made to students by electronic transfer in their nominated bank accounts.

6.6 For any refund to be paid to any other person than the students, a written authorisation from the student will be required (to be completed in the *Fee Refund Form*).

7. Grievances and Appeals

A student may appeal against a decision made with respect to fees, including refunds, and the appeal must be lodged in writing according to the processes for appeals as detailed in the *Student Complaints and Appeals Policy and Procedure*.

Availability of Mervic's complaints and appeals processes does not remove the right of a student or an intending student to take action under Australia's consumer protection laws or to lodge an appeal with a relevant external body or to take other legal action.

8. Responsibility

The Accounts Payable Officer has the responsibility to process the refund claims and provide the student details and fee status to CEO for approval.

CEO has the responsibility to make a final decision about all the refund claims.

CEO has the responsibility to effectively implement the policy and maintain this policy and procedure.

Any enquiries or complaints regarding fee related matters should be forwarded to the accounts Team at – accounts@merviccollege.edu.au

Any complaints or breaches in relation to this policy should be reported to the Chief Executive Officer in person or by email to: info@merviccollege.edu.au

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