

Refund Policy

1. Purpose & Scope

The purpose of this policy is to ensure that Mint Training Pty Ltd t/a Mint International College (hereafter referred to as MIC) adopts a transparent fee and refund policy that is fair to students who have valid reasons for requesting refunds and who give MIC sufficient notice, while at the same time laying down a step by step process for MIC to protect the college from suffering economic loss that may be caused by refund requests that are not submitted within the required timeframe.

This document sets out a policy for collecting and managing student fees. It also addresses changes to the Education Services for Overseas Students Act 2000 commencing 1 July 2012 as well as the Refund process at MIC.

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

In accordance with the Standard 7.3 of SRTO (2015), RTOs registered on the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS) must satisfy both the requirements of this clause and of the Tuition Protection Service (TPS) under the Education Services for Overseas Students Act 2000.

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

2. Fee Policy

At MIC we understand that as a provider we are required to list all tuition fees payable by the student for the course, the periods to which those tuition fees relate and payment options (including, if permitted under the ESOS Act, that the student may choose to pay more than 50 per cent of their tuition fees before their course commences).

MIC will provide details of any non-tuition fees the student may incur, including as a result of having their study outcomes reassessed, deferral of study, fees for late payment of tuition fees, or other circumstances in which additional fees may apply.

MIC will set out its course fees, including government subsidised training to eligible students, in the *Schedule of Fees*, which will be reviewed annually and published in the relevant marketing materials or other publications including college's website. <http://www.mint.edu.au>

The tuition fees are set for a complete course and cannot be charged, calculated or broken up on a unit basis.

MIC will honour its advertised fees, except where fees are altered and disclosed in documentation supplied prior to enrolment.

Where applicable, we maintain a financial agreement only with student and not with any third party paying fees on behalf of student.

The tuition fees will be charged according to college's study periods. Study periods will be clearly defined in student's *Letter of Offer* and *Student Agreement*.

MIC will list and provide complete information on the total amount of all fees including course fees, administration fees, materials fees and any other charges to all the prospective students prior to enrolment and include them in the Student Agreement.

MIC will articulate and provide information on payment terms, including the timing and amount of fees to be paid, any non-refundable deposit/administration fee, security of pre-paid fees, and the fees and charges for additional services to all the prospective students prior to enrolment and include them in the Student Agreement.

MIC will provide all the prospective students with a copy of its *Fee Refund Policy* as part of enrolment process and make a copy of the policy available on its website at all times.

3. Pre-paid Tuition Fees

A maximum of 50% of the course tuition fee will be collected as a pre-paid fee for course longer than 25 weeks in duration.

For packaged courses, up to 50% of the fee of the first course of study will be collected as a pre-paid fee.

Under the ESOS legislation providers cannot require students to pay more than 50 per cent of their tuition fees before they start the course. However, if students, or the person responsible for paying the tuition fees, choose to pay more than 50 per cent of their tuition fees before they start their course then MIC will maintain evidence to demonstrate that the students have exercised choice in how much of their tuition fees are paid up front.

Short courses with a duration of 25 weeks or less are not subject to the 50 per cent limit. There are no restrictions on collecting tuition fees after a student has started their course.

MIC will keep initial prepaid tuition fees in a designated bank account within 5 business days of receiving them. This account will only be drawn down when the student commences the course.

Under the provisions of changes to the Education Services for Overseas Students Act 2000 enacted on 20th of March 2012 as part of the Government's second phase response to the Baird Review, MIC will contribute annually to TPS and meet the new regulatory requirements. The Commonwealth Government's Tuition Protection Scheme (TPS) protects fees paid in advance by international students. Further details on the TPS are available at: www.tps.gov.au.

On Commencement

Fee invoices and payment reminders will be sent out to the students at least eight (8) weeks prior to start of a new study period/term with an appropriate due date according to this policy. If a student voluntarily pays fees earlier than due date, it will be treated according to pre-paid fee provisions set out in this policy to enable college to refund any unused tuition fees according to its *Fee Refund Policy*.

Student tuition fees are required to be paid on or before the due date for a study period as notified to students through college's communications including offer letter, invoice, fee-reminder, college's website or any other fee related correspondence.

MIC reserves the right to amend student tuition fees, fines and other charges as it so determines. However, the tuition and other fee(s) which have been agreed with a student at the time of signing the student agreement will not change for the duration of the enrolment and agreement period.

MIC may impose a late payment fee where a student has not paid tuition fees by the advised due date for payment.

The enrolment will not be made effective until the required fees have been paid.

A fee-paying student who has not paid tuition fees by the advised due date may have the student's enrolment at MIC cancelled.

A student who has outstanding fees owing to MIC 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. MIC may refund relevant fees to a student in accordance with its *Fee Refund Policy and Procedure*.

A student excluded under a college rule (e.g. disciplinary action) is not entitled to a refund (except where any Commonwealth or State legislation or code of practice provides otherwise).

A default is only determined when any complaints and appeals processes are complete and the student default is confirmed.

MIC will notify the Secretary and TPS Director (via PRISMS) of student fee defaults for which education services are likely to be denied within 5 business days (Once any complaints and appeals processes are complete and the student default is confirmed).

The Executive Committee will review and approve all tuition fees for students of MIC on an annual basis.

Other Fees

- Late Payment Fee: \$50 per week
- Re-enrolment Fee (Non-refundable): \$300
- Repeat of a Unit: \$300
- Re-assessment Fee: \$125 Per Assessment
- RPL Fee: \$300 per unit
- Overseas Student Health Cover OSHC: Refer to <https://www.nib.com.au/overseas-students>
- Airport Pickup Fee: \$200 on request
- Accommodation assistance Fee: \$200 on request
- Replacement / Re-issue of Certificate / Statement of Attainment - \$100 plus postage charges (if applicable)

4. Refund Policy

The only refundable fees are the tuition fees. Fee refunds will be based on unexpended (unused) tuition fees.

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.

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

Fees and charges may be consolidated under a "package" if the student is enrolled in more than one course at MIC.

The types of fees and charges payable to MIC by an 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 fee or charges

MIC 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 MIC, MIC will treat these payments as payments made to MIC. The following refund conditions and procedures will apply to all the fees whether paid directly to MIC or through an approved agent of MIC.

5. 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 MIC has a sanction imposed by a government regulator; or
- An offer of a place is withdrawn by MIC and no incorrect or incomplete information has been provided by the student
- In the circumstance where an offer for admission was made to a student by MIC less than four weeks before the scheduled term or study period start date as per MIC's academic calendar, the student will be entitled to a full refund of tuition fees if formally withdrawn **before the start** of the term or study period.

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

- A student is unable to obtain a student visa; resulting in either not being able to come to or stay in Australia
- Illness or disability prevents a student from taking up the course;
- There is a serious health issue/death of a close family member of the student; or
- 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 evidences at the discretion of the CEO.

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 below.

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, MIC will ask the student to sign a new student agreement to confirm acceptance of the placement.

6. Partial Refund of Fees

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

- Where a student formally withdraws from a course **more than 28 days prior to** the CoE start date, **60%** 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 28 days** before the CoE start date but more than 14 days prior to 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 14 days prior to the** agreed CoE start date, **0%** of the tuition fees paid for that term or study period and any other unexpended (unused) tuition fees will be refunded.

7. 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 MIC; or
 - 2) the first course within a packaged program comprised of two or more courses within one or more MIC 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.
- 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 MIC for whatsoever reason during an enrolment period, including but not limited to misbehaviour or non-payment of fees to MIC, shall not be eligible for a refund for that term;
- A Student whose visa is cancelled by DHA 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 MIC, shall not be eligible for a refund.

8. Penalties for Non-payment or Late Payment of Fees

A late payment charge of \$50 per week 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.

A student who has outstanding fees owing to MIC 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.

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

A student whose enrolment has been cancelled due to non-payment of fees may apply for reinstatement of the enrolment within twenty (20) days of the notice of cancellation, provided the student pays in full any outstanding amount owing to MIC.

9. Paying by Instalments

In the case of withdrawal after the commencement of the unit of competency student will be required to pay any remaining monies for that term by an agreed date.

In cases where the instalment agreement is broken (i.e. fees are not paid by the due date) the following may occur:

- Reminder notices may be forwarded, requesting immediate payment of overdue fees.
- If a satisfactory response is not forthcoming, debt recovery action may be taken in order to recover the fees. Any debt collection costs will be student's responsibility.
- No documentary or verbal evidence of enrolment or results will be given.
- Student will not be accepted into any other course/unit of study with us whilst fees remain outstanding.
- The enrolment may be suspended or cancelled at the discretion of the RTO Manager.

10. Procedure for Claiming Refunds

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

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 support officer by email. On receipts of email, the Student support 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 applications until the time when student's identity has been verified.

All applications for the refund will be authorised by the General Manager or CEO at MIC.

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

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 MIC, unless that person directs MIC otherwise in writing.

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

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

For any refund to be paid to any other person than the students, a written authorisation from the student will be required.

11. 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 MIC'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.

12. Responsibility

The Accounts Manager has the responsibility to ensure that all student fees are collected and maintained as per the provisions of this policy. And 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 mic.account@mintgroup.com.au

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

13. Further Information

Legislative references:

- 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

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