

## 104-PP-MEGA Fee Refund Policy and Procedure

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

### 1. Purpose

The purpose of this policy is to ensure that MEGA adopts a refund policy that is fair to students who have valid reasons for requesting refunds and who give MEGA sufficient notice, while at the same time protecting MEGA 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 applies to all the fees received from all the students enrolled by MEGA as well as fees received from all the prospective students who pay an advance fee when applying for a place at MEGA. As such this policy is also a part of Student Written Agreement.

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

### 3. Definitions

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

**Study Period:** A discrete period of study up to a maximum of 24 weeks within a course, namely term, semester, trimester, short course of similar or lesser duration, excluding holidays and term/semester breaks

**Tuition Fee:** Covers the cost of providing the course of study and use of resources at MEGA. 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 MEGA

**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 MEGA 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 MEGA's yearly academic program calendar. Academic program calendar is published on MEGA's website and also available from MEGA 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 only refundable fees are the tuition fees. Fee refunds will be based on unexpended (unused) tuition fees.

**5.2** 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.

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

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

**5.5** The types of fees and charges payable to MEGA 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 fee or charges.

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

#### 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 MEGA has a sanction imposed by a government regulator; or
- An offer of a place is withdrawn by MEGA and no incorrect or incomplete information has been provided by the student
- Student Visa is refused by DHA (Offshore Application or Onshore Student prior to course commencement date).

### 5.8 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 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) 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
- Special consideration in compassionate and compelling circumstances for student who can demonstrate and must provide supporting documents/evidences where possible.

*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*
- *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.*

*The candidate/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 candidate/student chooses placement in another course, MEGA will ask the candidate/student to sign a new student agreement to confirm acceptance of the placement.*

### 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 MEGA; or
  - 2) The first course within a packaged program comprised of two or more courses within one or more MEGA 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 MEGA for whatsoever reason during an enrolment period, including but not limited to misbehaviour or non-payment of fees to MEGA, shall not be eligible for a refund for that term

- A Student whose visa is cancelled during an enrolment period while in Australia for any reason shall not be eligible for a refund
- A student who supplies incorrect or fraudulent information or document to obtain a place at MEGA shall not be eligible for a refund
- A student, who has visa refusal was a result of fraudulent or forged document, shall not be eligible for a refund under any circumstances.

*In the event where enrolment fee was waived at time of application and subsequently if student visa is not granted. MEGA shall withhold an amount equivalent to MEGA's published enrolment fee from any refunds made.*

### **5.10 Penalties for Non-payment or Late Payment of Fees**

5.10.1 A late payment charge of \$200 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 MEGA 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 MEGA.

5.10.4 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 MEGA.

## **6. Procedure for Claiming Refunds**

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

**6.4** When an amount is refunded to an international student, MEGA 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 MEGA, unless that person directs MEGA otherwise in writing.

**6.4** In normal circumstance, MEGA 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 either 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.

## 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 MEGA’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.

The Chief Executive Officer (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 Admissions Team at – [admissions@mega.edu.au](mailto:admissions@mega.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: [ceo@mega.edu.au](mailto:ceo@mega.edu.au)

### Revision History:

Version No:	Date	Description of modifications	Staff responsible
1	Dec 2017	Review and alignment of PP to new National Code 2018 and SRTOs 2015	CFO
2	Jan 2018	Amendments to PP to align with current practice and National code 2018	CFO
3	Mar 2018	Add compassionate and compelling circumstances to “Partial Refund of Fees” Add enrolment fee withhold to “No Refund of Fees”	CFO
4	November 2023	Review of PP	CFO