



## FEES, CHARGES AND REFUND POLICY

### PURPOSE

The object of this policy is to provide guidelines for the various fees, charges and refunds applicable to students during the course of admissions, enrolment and study.

### SCOPE

Mercury Institute of Victoria (MIV) will ensure that students are fully aware of all possible fees, charges and refunds required as part of their study at MIV.

### RESPONSIBILITY

The RTO Manager is responsible for the implementation of this policy and to ensure that the staff are made aware of the application of this procedure and that staff implement its requirements.

### POLICY

MIV charge a range of fees for programs and courses delivered by them. The fees and charges relating to a qualification will be published on the website including, but not limited to:

- Application fee (non-refundable)
- OSHC
- Tuition fees
- Re-assessment fees
- Material fee

All fees and charges will be clearly listed on the website, promotional material and in the students' Letter of Offer and Acceptance Agreement. Students will not be charged for anything that has not been outlined in these documents unless the student changes qualification and new documents are issued.

For all students, fee information is always provided prior to enrolment. Fee information provided to domestic and international students includes:

- All relevant fee information, including fees that must be paid and payment terms;
- Government contributions if applicable;



- Details of the potential for fees to change during the student's course as relevant;
- Deposits and refund information and conditions relating to these; and
- The students' rights as a consumer including any cooling off period.

Student tuition fees, unless otherwise stated in the Letter of Offer or Acceptance Agreement, will include all required training and assessment material for the qualification being enrolled in.

- This **will** include:
  - One copy of the text book, or learner guide, for each unit of competency (note a textbook or learner guide may cover all units or individual units).
  - The issuing of one testamur, record of results and/or statement of attainment per qualification the student is enrolled in.
- Student tuition fees **do not** include:
  - Re-issuing of testamurs, records of results and/or statements of attainment if already issued. These documents will be re-issued at no charge only if there is an error in the original documents;
  - Additional copies of text books or learner guides;
  - Overseas Student Health Cover;
  - Re-assessment fees;
  - Fees for re-enrolment into a failed unit of competency;
  - Tools and equipment (these will be provided in class, however students will have the option to purchase their own); or
  - Additional costs like airport pickups.

### **Late Payment**

- 1) Students who have difficulty in making their payments should notify MIV immediately (before the due date), and discuss the issues with the RTO Manager and agree on an acceptable payment plan.
- 2) Fees which are overdue for more than 40 days without prior approval may be referred to a debt collector, and MIV reserves the right to suspend the student until fees are brought up to date.
- 3) International students who do not pay their fees will be reported to the Department of Education and Training (DET).



- 4) A late payment fee of AUD 50.00 for every 7 days will be charged if fees are paid after the due date indicated on the Student's Payment Plan, and has not been pre-approved by the RTO Manager.

## Course Abandonment

- 1) In the event a student abandons the course, all fees due are payable to MIV upon demand.
- 2) International students are not allowed by Government regulations to transfer to other institutes prior to completing the first six months of their principal course.

## Course Deferral, Suspension or Cancellation

- 1) Upon suspension of enrolment, the fees remain due on the scheduled dates according to the signed payment plan, unless the student's CoE is updated and a new payment plan is agreed on.

## Cancellation of Enrolment due to Non-Payment of Tuition Fees (provider initiated)

It is a part of MIV's policies and procedures that it is regarded as misbehaviour by a student where the student fails to pay tuition fees as per the payment plan. MIV will send First Warning Letter – *Non-Payment of tuition fees* to remind the student of the amount due if the amount exceeds \$500. Failing to pay the amount in the time stipulated in the warning letter will result in issuing *Notification to Cancel – Cancellation of Enrolment due to non-payment of fees*.

## Tuition Fee Protection

MIV assures the security of student fees through its compliance with the requirements of the Education Services for Overseas Students Act 2000 (ESOS Act).

## Course Extension

- 1) Course extension arising due to implementation of an intervention strategy or on request by the student to complete pending NYC units will be charged based on the total duration of the extension.
- 2) Course extension fee will be calculated as follows:  
$$(\text{Total course fee} / \text{Total duration of the course in weeks}) \times \text{duration of course extension in weeks}.$$



## Recognition of Prior Learning and Obligations to Recognise AQF Qualifications

- 1) MIV will ensure that a student's prior knowledge and skills are recognised, provided they are able to demonstrate satisfactory achievement of the performance outcomes within that course requirement (refer to MIV's Recognition of Prior Learning and Credit Transfer Policy). There will be no charge for credit transfer.
- 2) Mercury Institute of Victoria charges a tuition fee for each Unit of Competency for Recognition of Prior Learning (RPL) equivalent to the tuition fee charged for that Unit of Competency. Mercury Institute of Victoria do not charge materials fee for RPL.

## Student ID Card

Student ID cards are issued to all the students at the time of enrolment at no cost.

## Reissuance Charges

MIV will charge fees to reissue the following documents if they are damaged or misplaced:

- Re-Issue of Student ID Card \$20
- Re-Issue of Certificate and/or Transcript \$50

## Refunds

- 1) Refund application requests must be made in writing on the Refund Application Form, available at reception or you can download the form from MIV's website.
- 2) The completed form, along with any supporting documents, must be submitted to the administration department either at reception or via email to [admissions@mercury.edu.au](mailto:admissions@mercury.edu.au). Refund requests due to visa cancellation or refusal must be supported with a copy of the evidence of cancellation or refusal.
- 3) The RTO Manager/Bookkeeping Officer will process and approve the refund amount (if applicable) within 20 business days, based on the circumstances listed below under Fee Refund Conditions.
- 4) Refund will be made directly to the account stated in the Refund Application Form and the student will be informed about the outcome via email. All refunds will be made in Australian Dollars. If the student is not eligible for any refund based on the circumstances as stated below, the student shall be informed via email within 20 business days.



- 5) Any refund given will be recorded in the Student Management System so that each student's financial status is known.
- 6) Students have right to lodge an appeal with MIV if they are not satisfied with the outcome of the refund request (please refer to the Complaint and Appeal Policy and Procedure).
- 7) Application fee is non-refundable.

**Circumstances where a refund may be applicable:**

**Provider default**

- The course does not begin on the agreed commencement date, or
- The course ceases to be provided at any time after it commences but before it is completed, or
- The course is not provided in full to the student because a sanction has been imposed on the registered provider or any other reason.

This applies to all students at MIV.

In the unlikely event that MIV is unable to deliver your course in full, you will be offered a refund of any tuition fees paid in advance for the default course. The refund amount will be calculated as follows:

The refund amount = *weekly tuition fee* x *the number of weeks in the default period*, where:

- a. *The weekly tuition fee* = total tuition fee for the course / number of calendar days in the course x 7. This amount is rounded up to the nearest whole dollar.
- b. *The number of weeks in the default period* = number of calendar days from the default day to the end of the period to which the payment relates / 7.

The refund will be paid to the student within 20 business days of the day in which the course ceased being provided. Alternatively, students may be offered enrolment in an alternative course by MIV at no extra cost. Students have the right to choose whether they would prefer a refund of course fees, or to accept a place at another course at MIV. If they choose placement in another course, we will ask them to sign a document to indicate that they accept the placement. If MIV is unable to provide a refund or place students in an alternative course the Tuition Protection Service will be responsible for providing refunds or providing assistance to locate an alternative.



### **Visa refused before course commencement**

In the event where a student's visa has been refused before commencing the course, the refund amount will be calculated as followed under Section 9 of the ESOS Act refund specifications:

The refund amount = the total course fee minus 5% of the course fee received up to a maximum of \$500.

The total course fee does not include Application Fee.

In the event where a student enrolls in a Package Program and the first course has commenced and the student's visa is refused before commencement of the second course, the refund amount will be calculated for the student for the commenced course as follows:

The refund amount = *weekly tuition fee x the number of weeks in the default period*, where:

- a. *The weekly tuition fee* = total tuition fee for the course / number of calendar days in the course x 7. This amount is rounded up to the nearest whole dollar.
- b. *The number of weeks in the default period* = number of calendar days from the default day to the end of the period to which the payment relates / 7.

If the student has paid any tuition fees for the second course, the refund will be calculated as:

The refund amount = the total course fee minus 5% of the course fee received up to a maximum of \$500.

### **Visa refused after commencement date**

In the event that a student's visa is not granted after the course has commenced, the refund amount will be calculated as follows:

The refund amount = *weekly tuition fee x the number of weeks in the default period*, where:

- a. *The weekly tuition fee* = total tuition fee for the course / number of calendar days in the course x 7. This amount is rounded up to the nearest whole dollar.
- b. *The number of weeks in the default period* = number of calendar days from the default day to the end of the period to which the payment relates

Tuition fee does not include any non-tuition fee that might have been paid by the student.

### **Cancellation before commencement date on student's request**

In the event that the student cancels their enrolment:

- 10 full weeks prior to course commencement.



- A 70% refund of monies paid for tuition fees will be issued to the student.
- 5 full weeks prior to course commencement.
- A refund of 50% of monies paid for the tuition fees will be issued to the student.
- Less than 5 full weeks prior to course commencement.
- No refund will be issued.

## **Cancellation on or after commencement date**

- Withdrawals notified in writing and received by MIV on or after the course commencement date stated on the student's CoE.
  - No refund will be issued which includes all monies paid to MIV for tuition fee, material fee, Overseas Student Health Cover (OSHC), airport pick up, accommodation booking and board.
- There is a student default due to any of the following reasons:
  - The student failed to pay an amount he or she is liable to pay in order to undertake the course;
  - The student breached a condition of his or her student visa;
  - Misbehaviour by the student; or
  - If a student fails to enrol in a course and the CoE results in non-commencement.
  - No refund will be issued to a student either before or after commencement of course which includes all monies paid to MIV.
- In the event that the student seeks and is granted approval by MIV to transfer to another provider prior to completion of six months study of the principal course.
  - No refund will be issued of any course money paid in advance.
- If a student chooses to pay tuition fees on an instalment basis on an agreed payment plan.
  - No refund will be issued for any course money (paid on instalment basis). Instalments paid will be for course fees due and payable to the MIV for services already rendered.

## **Conditions**

- At the time of enrolment, any Credit Transfer (CT) or Recognition of Prior Learning (RPL) applications will be discussed & granted after the student provides sufficient evidence. If the Credit Transfer allows shortening of the duration of the course, pro-



rata fees will be worked out and offered to the student. Once the student accepts this offer, there will be no further reduction to the fees.

- Prior to a student enrolling fees may be altered without notice. Once a student has completed enrolment, fees will not be subject to change for the normal duration of the course. If a course length is extended by the student then any fee increases will be required to be paid for the extended component of the course.
- If a student withdraws after any number of deferrals, the date on the original CoE will be considered for the purpose of determining the date of commencement of semester/course in relation to the MIV refund policy and other related policies.
- Fees not listed in this refund section are not refundable.

#### **RELATED DOCUMENTS**

- Refund Application Form

