



<b>Institution</b>	Mercury Institute of Victoria
<b>Policy Name</b>	Fees, Charges and Refund Policy
<b>Policy Governance</b>	Compliance Manager
<b>Reference to Standards</b>	Standards for RTO 2015 - Standard 7 Clause 7.3 National Code 2018 - Standard 3 Formalisation of enrolment and written agreements
<b>Date of Approval</b>	April 2020
<b>Review Date</b>	April 2021
<b>Version No.</b>	4.0

## PURPOSE

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

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

Mercury Institute of Victoria establishes this policy and procedure to:

- Comply with the requirements of Standards for RTO 2015 - Standard 7 Clause 7.3
- Comply with the requirements of the National Code 2018 - Standard 3 Formalisation of enrolment and written agreements

## SCOPE

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

### 1. POLICY



Mercury Institute of Victoria charge a range of fees for programs and course delivered by them. The fees and charges relating to a qualification will be published on the websites and, 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 Enrolment Agreement, students will not charged any fees or charges that have 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 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
- The students' rights as a consumer including any cooling off period

Student tuition fees unless otherwise stated in the Enrolment Agreement will include all required training and assessment material for the qualification being enrolled in.

This will include:

- One copy of the learner guide for each unit of competency (note a learner guide may cover all units or individual units)
- The issuing of one testamur, record or results and or statement of attainment per qualification the student is enrolled in

Student tuition fees do not include:



- Re-issuing of testamurs, record of results and/or statements of attainments if already issued. Re-issue will be completed 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)
- Additional extra like airport pickups, accommodation.

### Late Payment

- 1) Students who have difficulty in making their payments should notify Mercury Institute of Victoria immediately and discuss with the Administration Manager the issues and new Payment Plan should be agreed too.
- 2) Fees which are overdue for more than 40 days without will be referred to a debt collector and Mercury Institute of Victoria reserve 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 Department of Home Affairs
- 4) A late payment fee of AUD 50.00 for every 7 days will be charged if fee paid after the due date as indicated on the Student's Payment Plan, and has not be pre-approved by the Administration Manager.

### Course Abandonment

- 1) In the event a student abandons the course, all fees due are payable to Mercury Institute of Victoria 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



Upon suspension of enrolment, the fees remain due on the scheduled dates according to the 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 Fee (Mercury Institute of Victoria Initiated)**

It is a part of policies and procedures of Mercury Institute of Victoria that it is regarded as misbehavior by a student where the student fails to pay tuition fees as per the payment plan. Mercury Institute of Victoria shall 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**

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

### **Protection of fees paid in advance**

Mercury Institute of Victoria protects the fees that are paid in advance by international students. 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.

Mercury Institute of Victoria does not require international students to pay more than 50% of course fees prior to course commencement. However, Mercury Institute of Victoria 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.



Mercury Institute of Victoria pays into the Tuition Protection Service (TPS) provided by the Australian Government.

### **Recognition of Prior Learning & Obligations to Recognize AQF Qualifications**

- 1) Mercury Institute of Victoria will ensure that a student's prior knowledge and skills are recognized; providing they are able to demonstrate satisfactory achievement of the performance outcomes within that course requirement (refer to Recognition of Prior Learning and Credit Transfer Policy and Procedure). 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.

### **Course Extension**

- 1) Course extension arising due to implementation of intervention strategy or on request by student to complete pending NYC units will be charged based on the total duration of the extension.
- 2) Extension course fee will be calculated as follows:

**(Total Course Fee / Total duration of the course in weeks) x duration of extension courses in weeks**

### **Issue of Student ID**

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

### **Additional Charges**

Course fees do not include cost of any additional documents required for specific reasons. See charges below for additional documents:

- Re-Issue of Student ID Card \$20
- Re-Issue of Certificates and transcript \$50
- Re-Assessment \$150



**Refunds**

Students who wish to withdraw from a course can apply for a refund. Applications for refunds must be submitted in writing on *Refund Request Form* provided at Mercury Institute of Victoria, or alternatively, the Refund Request Form may be downloaded from the website ([www.mercury.edu.au](http://www.mercury.edu.au)) and should include copies of any supporting evidence.

The Administration Manager will process and approve the refund amount (if applicable) within 20 business days.

Refunds will be made directly to the account stated in the Refund Request Form and the student will be informed via email. All refunds will be made in Australian dollars. If the student is not eligible for a refund they will be informed in writing via email within 20 business days of submitting the application.

Students have a right to lodge an appeal with Mercury Institute of Victoria if they are not satisfied with the decision of a refund request.

Application fees are Non-Refundable.

FEE REFUND CONDITIONS	REFUND APPLICABLE
<p><b>Provider Default</b></p> <p>Provider default is applicable in the following situations.</p> <ul style="list-style-type: none"> <li>i The course does not begin on the agreed commencement date, or</li> <li>ii The course ceases to be provided at any time after it commences but before it is completed, or</li> </ul>	<p>This applies to all students at Mercury Institute of Victoria</p> <p>In the unlikely event that Mercury Institute of Victoria is unable to deliver your course in full, you will be offered a refund of any Tuition Fee paid in advance for the default course.</p>



<p>iii The course is not provided in full to the student because a sanction has been imposed on the registered provider or any other reason.</p>	<p>The refund amount will be calculated as follows:</p> <p>The refund amount = <i>weekly tuition fee</i> x <i>the number of weeks in the default period</i></p> <p>a. <i>The weekly tuition fee</i> = 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.</p> <p>b. <i>The number of weeks in the default period</i> = number of calendar days from the default day to the end of the period to which the payment relates / 7.</p> <p>Alternatively, you may be offered enrolment in an alternative course by Mercury Institute of Victoria at no extra cost. You have the right to choose whether you would prefer a refund of course fees, or to accept a place at another course at Mercury Institute of Victoria. If you choose placement in another course, we will ask you to sign a document to indicate that you accept the placement. If Mercury Institute of Victoria is unable to provide a refund or place you in an alternative course the Tuition</p>
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		<p>Protection Service will be responsible for providing refunds or providing assistance to locate an alternative.</p>
<p><b>Visa refused before course commencement</b></p>	<p>In the event where the student's initial visa is not granted.</p>	<p>In the event that the student's visa has been refused, the refund amount shall be calculated as follows:</p> <p>The refund amount = the total course fee minus 5% of the course fee received up to a maximum of \$500</p> <p>The total course fee does not include Application Fee.</p>
	<p>In the event where a student enrolls in a Package Program and the first course has commenced and the student visa is refused before the commencement of second course.</p>	<p>The refund amount will be calculated for the student for the commenced course as follows:</p> <p>The refund amount = <i>weekly tuition fee x the number of weeks in the default period</i></p> <p>where</p> <p>a. <i>The weekly tuition fee</i> = 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.</p> <p>b. <i>The number of weeks in the default period</i> = number of calendar days from the default day to the end of the period to which the payment relates / 7.</p>





		<p>If the student has paid any tuition fee for the second course, the refund will be calculated as:</p> <p>The refund amount = the total course fee minus 5% of the course fee received up to a maximum of \$500</p>
	No proof of refusal from the Australian Government.	Refund will not be granted
<b>Visa refused after commencement date</b>	In the event that a student's visa is not granted and the course has commenced.	<p>The refund amount = <i>weekly tuition fee x the number of weeks in the default period</i></p> <p>a. <i>The weekly tuition fee</i> = 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.</p> <p>b. <i>The number of weeks in the default period</i> = number of calendar days from the default day to the end of the period to which the payment relates / 7</p> <p>Tuition fee does not include any non-tuition fee that might have been paid by the student.</p>
<b>Cancellation before commencement date on student's request</b>	In the event that the student cancels their enrolment 10 full weeks prior to course	A 70% refund of monies paid for tuition fees will be issued to the student.



	commencement and requests a refund.	
	In the event that the student cancels their enrolment 5 full weeks prior to course commencement and requests a refund.	A refund of 50% of monies paid for the tuition fees will be issued to the student.
	In the event the student requests a refund in writing 4 full weeks or less prior to course commencement	No refund will be issued.
<b>Cancellation on or after commencement date</b>	Withdrawals notified in writing and received by Mercury Institute of Victoria on the commencement date or after the CoEs commences.	No refund will be issued which includes all monies paid to Mercury Institute of Victoria for tuition fee, material fee, airport pick up, accommodation booking and board.
	There is a student default due to any of the following reasons.  i. The student failed to pay an amount he or she is liable to pay in order to undertake the course.  ii. The student breached a condition of his or her student visa.  iii. Misbehaviour by the student	No refund will be issued to a student either before or after commencement of course.



	If a student fails to enrol in a course and the CoE results in non-commencement	No refund will be issued which includes all monies paid to Mercury Institute of Victoria.
	In the event that the student seeks and is granted approval by Mercury Institute of Victoria 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 Mercury Institute of Victoria for services already rendered.

### **Payment Extension**

Should the student experience financial difficulties or encounter unforeseen circumstances where payment of fees cannot be made, then the student may request an extension of fees by submitting a *Fee Extension Request Form*.

The Fee Extension Request Form must be received prior to the fee due date. If the form is not received by the due date, then the student will be subject to late payment fees, regardless of whether an extension has been granted.

If an extension is approved, then a revised payment schedule will be determined.

### **Cooling-off Period**

If you signed up to a course, you have the right to a 'cooling off period'. The cooling off period is 7 days from the date you signed the Enrolment Agreement. To exercise this right, you must notify our



office in writing that you wish to cancel within 7 days of signing the Enrolment Agreement. This can be by email to [admissions@mercury.edu.au](mailto:admissions@mercury.edu.au) or by post.

Administration Manager will ensure all records are kept under the *Refund Register*.