

AUDIENCE	INTERNAL ☒	EXTERNAL ☒
POLICY ID	EDN-018-I-POL – ABILITY/MEGT Fees, Charges and Refund Policy	
RESPONSIBLE OFFICER	Manager International Education	
CONTACT OFFICER	Compliance and Quality Coordinator	
ENDORSED BY	Continuous Improvement Committee	
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1. Introduction

1.1 Modification History

Version	Comments
3	Amendment due to Policy format change Clarification of refund provisions for International students (Appendix A)
5	Appendix A – updated wording to include NSW only - \$200 fee payable to MEGT applies (in NSW only) to reschedule student into the next organised Apply First Aid, Asthma & Anaphylaxis class, which is provided in a partnership arrangement with St John Ambulance.
6	Section 6.4 Non-payment of fees updated to include the \$100 late fee
7	Updated DIAC - Department of Immigration and Citizenship to DIBP - Department of Immigration and Border Protection
8	Updated DIBP Acronym to Department of Immigration and Border Protection
9	Amendment of Appendix A
10	Amendment of Appendix B
11	Updated footer to include updated CRICOS code
12	Alignment with the Standards for Registered Training Organisations 2015 Amendments to Appendix B to cover off QLD requirements Addition of Appendix C to cover off ABILITY English.
13	Appendix A amended
14	Appendix C amended
16	Appendix B amended in relation to QLD specific requirements
17	Appendix D created for short courses
18	Renamed Policy to include ABILITY
19	Revision of refund percentage
20	Deferred review date until second half of 2016
21	Provision for refund for QLD for the employer contribution and clear timeframes by which a refund must be processed for workplace delivery.
22	eLearning Manager title removed
23	Policy title change – removal of ‘non VET FEE-HELP’ from the title
24 (International version 1.0)	Updates made to Management Revised in line with National Code of Practice for Providers of Education and Training to Overseas Students 2018 Removed domestic references 6.2 Amendments to include OSHC Insurance, Accommodation and Airport Pickup 6.3 Amendment to include no commencement without payment 6.3a) Added to clarify procedure for Payment Plan 6.9 Email updated 6.12 Clarified wording Appendix A updated Appendix A & C wording updated to Accommodation Appendix D removed due to no short courses Late Fee and payment plan added to Appendix's A& C Removed Appendix B Domestic Students Unforeseen emergency clause added DIBP updated to Department of Home Affairs Existing policy updated for international students only

1.2 Purpose

MEGT Education (MEGT Institute and ABILITY English) ensure potential clients and students are made aware of course fees and its Fees, Charges and Refund Policy before accepting an applicant for enrolment. This Policy, Procedure and Appendices establishes a framework and associated guidelines for MEGT Education's obligations and responsibilities in the management of fees, charges and refunds across the different cohorts of students.

2. Scope

The policy applies to administration fees, charges and refunds applicable to the provision of training including students undertaking training under government training contracts, students and clients paying full fees, and overseas students attending CRICOS registered VET and ELICOS courses.

3. Legislative Context

This policy satisfies the requirements of the National Code of Practice for Providers of Education and Training to Overseas Students 2018, Standard 3 and Standards for Registered Training Organizations (SRTOs) 2015.

4. Definitions

ABILITY English The trading name of ABILITY Education Pty Ltd.

ASQA Is the acronym for the Australian Skills Quality Authority (the national VET Regulator)

CoE Confirmation of Enrolment, issued to international students, via the Provider Registration and Student Management System (PRISMS)

CRICOS: The acronym for Commonwealth Register of Institutions and Courses for Overseas Students

ELICOS The acronym for English Language Intensive Courses for Overseas Students

International students Interchangeable with the term Overseas student which are students holding a student visa issued by the Australian Government's Department of Home Affairs

Initial Course This is the first course in a single course or in a combination of courses listed on each student's signed Course Acceptance Agreement (CAA)

MEGT Education MEGT (Australia) Ltd, trading as MEGT Institute and ABILITY Education Pty Ltd, trading as ABILITY English

MEGT Institute MEGT (Australia) Ltd, trading as MEGT Institute

National Code: The National Code of Practice for Providers of Education and Training to Overseas Students 2018

PPE: Personal Protective Equipment such as safety boots, eye and hearing protection, high visibility clothing, hard hat, etc.

SRTOs is the Standards for Registered Training Organizations 2015

TPS The Tuition Protection Service, an initiative of the Australian Government to protect international students whose education providers are unable to fully deliver their course of study.

VET Vocational Education and Training

5. Policy Statement

MEGT Education will ensure that fees, charges and refunds are collected and administered in accordance with the provisions of applicable legislative and contractual requirements and the policy is made available to all current and prospective students on the MEGT Institute and ABILITY English websites.

6. Procedure

6.1 Notification of Fees and Charges

Fees and charges are advised to all MEGT Education students and prospective students prior to, or at the time of enrolment through the appropriate documentation. Payment arrangements are aligned to courses and may vary depending upon factors such as length of course, student cohort, delivery location.

MEGT Education advises its fees and charges in course promotional materials, on accompanying fee appendices, on the MEGT and ABILITY English websites, in the Agreement for Provision of Training, funding applications, in pre-course invoices, in the student Course Acceptance Agreement where applicable, and in the Schedule of Administrative Fees, Charges and Refunds applicable at the time.

The minimum course fee payment period for a full-time study load for classroom based delivery is one semester (six months), unless the Course Acceptance Agreement or written invoice indicates otherwise.

Tuition and enrolment fees are non-transferable to other students or other institutions.

A tuition fee payment plan may be offered or granted to students.

6.2 Administration and Materials Charges

Fees and charges may include an administration fee, enrolment fee, booking fee, Overseas Student Health Card (OSHC) insurance, accommodation, airport pickup, material fee for learning resources essential for the course, uniforms or garments mandatory in some work-placement programs (e.g. Early Childhood Education and Care), PPE required in some training programs, items which are consumable or transformed by students during the course, text books, photocopying, re-issuing of receipts, copies of academic reports, change of enrolment, additional copies or re-issue of qualifications and academic transcripts, late marking or assessment re-sit fees. Additional charges may also apply including follow up charges associated with late or non-payment, overdue fees and dishonour cheque fees.

International students are to be made aware of all material costs and administration charges in their Course Acceptance Agreement, prior to enrolment.

Any equipment/property purchased either separately by the student or paid for as part of resources fees becomes the property of the student.

6.3 Payment arrangements

It is a requirement of MEGT Education that where tuition fees, administrative charges or other charges are applicable, these must be paid by the specified due dates on the tax invoice and paid in Australian dollars.

Course commencement will not occur until the first scheduled fee payment is made.

Payment from students can be made by EFTPOS, money order, direct bank deposit, credit card and bank cheque (funds must be cleared before the date the student commences the course).

6.3a) Payment Plan arrangements

If a student communicates difficulty in their ability to make payment of the full instalment due a payment plan may be offered as a supportive measure. Payment plans are agreed upon based on a three (3) or four (4) part instalment payment spanning one (1) term. Late payment fee of \$50 will be applied to all but the first instalment as stipulated on the payment plan unless the exemption of late payment fee is approved. Approval will be granted on a case by case appraisal of compassionate or compelling circumstances, evidence of which is to be provided by student. Student will be issued with a new Payment Schedule containing agreed payment plan.

6.4 Non-payment of fees

If a student and/or an employer fails to pay all fees and charges by the due date, the student and/or employer is deemed to be an MEGT Education debtor. Late fee payment may incur a penalty of a \$100 late fee.

Failure to pay the debt within fourteen (14) days of the original due date may result in any or all the following, until the full amount is paid:

- i. suspension of the student from attending or participating in the course
- ii. loss of access to the Institute's resources, computer systems or online course
- iii. loss of access to enrolment record information and academic transcripts
- iv. inability to graduate
- v. termination of the enrolment
- vi. report of breach of student visa conditions (International Students only)

6.5 Debt Recovery

Fair and adequate recovery procedures are in place to manage the collection and recovery of monies.

6.6 Credits

Pre-payments, scholarships, waivers and amounts transferred from one course to another will be credited to the student/client's account.

6.7 Refund based on Institute course deferment or cancellation

MEGT Education reserves the right to defer or cancel a course, change course start dates, or change course curriculum/programs at any time. In the case where MEGT Education cancels a course prior to its commencement date, all monies paid to MEGT Education will be refunded within ten (10) working days.

Where MEGT Education cancels a course before its expected end date, the balance of fees paid for that portion of the course not yet delivered will be refunded within ten (10) working days. In the case of a course start date being deferred, and the new date is unacceptable to the student, all monies paid to MEGT Education will be refunded within ten (10) working days of notice of the rescheduling.

MEGT Education will offer the refund by electronic bank transfer only. Details of the preferred bank account should be provided by the applicant at the time of making the request

In the case of an event or act of god which is unexpected and out of MEGT's control (Fire, Flood, Weather Event, Damage to Building etc), MEGT will take all reasonable steps to ensure students studies are as impacted as little as possible and if required will deliver classroom training at a new, temporary location as soon as reasonably possible under the circumstance. MEGT will source temporary location as soon as possible and communicate with all students via email the new location and when required times for makeup classes. Under such unforeseen circumstances no refund of student fees will be provided.

6.8 Refund based on Student Request

A guide to refund amounts and conditions is provided in the relevant Administration Fees, Charges and Refund schedules outlined below, attached to this policy, published on the MEGT Institute and ABILITY English websites and made available to overseas students as part of their Course Acceptance Agreement:

Appendix A - for Overseas MEGT Institute Students enrolled in VET courses

Appendix C – for Overseas ABILITY English Students enrolled in English language courses

Approved refunds are payable less the amounts indicated in the Appendices and any agent fees that may have been incurred by MEGT Education.

Overseas students who withdraw from or suspend their course may be eligible for a refund of any Overseas Student Health Cover (OSHC) fees paid and will need to contact the OSHC service provider directly. The amount refunded will be determined by the policies of the relevant OSHC provider, with MEGT Education having no influence over this.

6.9 Requests for Refund

Students who want to make a change to their enrolment (defer, cancel, withdraw or suspend) and that are eligible for a refund will be provided with a Refund Application Form after their Amendment of Enrolment Form has been received and processed. The Refund Application Form will need to be submitted to the MEGT / ABILITY Admissions Departments in person or by sending an email to Admissions@meqt.com.au within twenty-eight (28) days for a refund to be provided.

Students will be refunded in line with their Conditions of Acceptance / Conditions of Enrolment and this Policy and the attached Appendices.

If deemed eligible, MEGT Education will pay the approved refund amount within ten (10) working days of receiving the written request via the Refund Application Form. Non-payments of any outstanding debts to MEGT Education will be off set against refund amounts. Refund applications will not be processed where the signature on the Refund Application Form does not match the student's signature or signature of the original payee or their authorised representative.

6.10 Approvals

All refunds and credits must be approved by the Manager International Education

or authorised delegate. Exemptions to the refund conditions may occur where the student has extenuating or compassionate grounds as determined by the Manager International Education or delegate.

6.11 Payment of Refund

Approved refunds are paid directly to the student or the person who made the payment, unless the enrolment has been made through an education agent where the refund may be made through the agent who enrolled the student. All refunds are made in Australian dollars, paid directly into the nominated bank account. For students from overseas, MEGT Education reserves the right to make refunds payable to the student in their home country.

MEGT Education will provide the student with a letter detailing the outcome of the refund application, calculation and payment of the refund. The student will be required to sign a Refund Authority form to authorise payment to their education agent or another third party

6.12 Appealing Refund decisions

Students are referred to MEGT Education's Complaints and Appeals Policy and Procedure available from the MEGT Institute or ABILITY English office or from the MEGT Institute or ABILITY English websites if they wish to appeal the decision based on the Refund Policy. This policy, and the availability of complaints and appeals processes, does not remove the right of the student to act under Australia's consumer protection law.

6.13 Student Fee Assurance

MEGT Education protects overseas/international students' fees by holding membership in the Australian Government Tuition Protection Service (TPS) established as a single layer mechanism to place students when a provider cannot meet its obligations, or as a last resort, to provide refunds of unexpended prepaid tuition fees. For more information please visit www.tps.gov.au. Department of Home Affairs (DHA) is responsible for making decisions on student visa applications and administering the Student Visa Program and other immigration-related legislation.

The provision of education to international students is regulated by the Department of Education through the Education Services for Overseas Students (ESOS) legislative framework. The department has made available a brief overview of the ESOS Framework, including the rights and responsibilities of international students.

A summary of the ESOS Framework is available for download.

ESOS Framework ([Link to PDF document on the web](#))

All students and clients have the right to act under Australia's consumer protection laws.

7. Related Policies & Procedures

EDN-013-I-POL Deferral, Suspension and Cancellation Policy and Procedure

EDN-003-I-POL Admissions Policy and Procedure

EDN-008-I-POL Complaints and Appeals Policy and Procedure

8. Implementation

EDN-018-I-POL – Fees, Charges and Refund Policy is made available via the MEGT Institute and ABILITY English's websites externally and on the MEGT Intranet internally.

9. Responsibilities

The Manager International Education, Operations and Governance will review this policy annually, or in case of legislative changes requiring amendments.

10. Attachments

Appendix A – Administration fees, charges and refunds. International students enrolled in Full Semester Fee-for-Service Courses at MEGT Institute

Appendix C – Administration fees, charges and refunds for International Students enrolled in English Language courses at ABILITY English

EDN-018-FORM A Admissions Manual Ability

EDN-018-FORM B Admissions Manual MEGT

11. Process Map

N/A

Please find Appendices tables on the next pages

APPENDIX A

Administration Fees, Charges and Refunds

For International Students Enrolled in Fee-for-Service VET Courses

Note: All amounts are shown in Australian Dollars (AUD) and MEGT Institute will not take into account any fluctuations in exchange rates when calculating refunds.

Domestic students refer to Appendix B

International students enrolled in English Language Courses with ABILITY English refer to Appendix C

Circumstance	MEGT Institute Policy	Circumstance	MEGT Institute Policy
Written notice of cancellation received by MEGT 28 days or more before course commencement or new term, if on term payment plan.	100% of the prepaid course and material fees, OSHC (Overseas Student Health Cover) fees. No refund of the enrolment fee. For accommodation fees, see the accommodation table.	Visa rejection before course commencement. An original letter from the Australian Embassy/Consulate must be provided)	100% of the prepaid course and material fees, OSHC (Overseas Student Health Cover) fees. No refund of the enrolment fee and accommodation placement fee.
Visa rejection after course or term commencement	Unused portion of prepaid course and material fees. No refund of the enrolment fee and accommodation placement fee. For accommodation fees, see the accommodation refund table.	Unforeseen event or 'Act of God' such as Fire, Flood, Weather Event or Damage to Building resulting in the delay and/or relocation of classroom delivery	No refund
Written notice of cancellation received by MEGT less than 28 days before course commencement or new term #	Pre-paid unused fees are refunded, less the enrolment fee, accommodation placement fee and \$1000 late cancellation charge. For accommodation fees, see the accommodation refund table. Unpaid cancellation forfeits right to documentation	Student does not commence the course on the start date and subsequently provides notice of withdrawal from the course. #	No refund of the enrolment fee, accommodation placement fee and the first term fee. For accommodation fees, see the accommodation refund table.
Student does not return to their course after an approved leave of absence, suspension, or term break and subsequently provides notice of withdrawal from the course.	No refund of the enrolment, accommodation placement fee and current or pending term fee.	Student commences in the course and completes any portion of a term including where the student withdraws. #	No refund of the enrolment fee, accommodation placement fee and current term fee.

	For accommodation fees, see the accommodation refund table.		For accommodation fees, see the accommodation refund table.
MEGT Institute cancels the course before its expected end date	The balance of fees paid for the term or the entire course will be refunded within ten (10) working days. The refund will vary depending on the case by case situation	MEGT Institute cancels the course prior to course commencement	All monies paid to MEGT Institute will be refunded within ten (10) working days

APPENDIX A (continued)

Circumstance	MEGT Institute Policy	Circumstance	MEGT Institute Policy
Student requests to transfer to another provider prior to completing 6 months of principal course.	Request refused unless compassionate or compelling circumstances supported by sufficient, authentic evidence can be provided. See 'Transfer Between Registered Providers P&P' and 'Compassionate and Compelling Circumstances P&P' documents available on MEGT Institute website.	MEGT Institute refuses to continue the student in the course because of student misbehaviour, breached visa conditions, failure to pay due fees.	No refund of the enrolment fee and current term fee.
Document Re-issue where the original document has already been provided to the student	Certificate \$50 Other documents \$20 Receipt Reprint \$20	Supplementary Assessment **	First (1 st) resit = no charge Second (2 nd) resit = \$50 Practical unit fee is subject to the individual assessment requirements and consumables
Resource and/or materials fees purchased by MEGT Institute and consumed or transformed by students during the course.	Resource/ material fees are only refundable if the student cancels the enrolment prior to commencement of training and where the student has not taken possession of the items	Campus-based VET student absent from work placement assessment, but notifies the host Centre and Trainer of this.	No charge.

APPENDIX A (continued)			
Circumstance	MEGT Institute Policy	Circumstance	MEGT Institute Policy
Campus-based VET student absent from work placement assessment	\$50 fee will apply for a revisit.	Unit repeat	A per hour amount will be calculated dependant on the length of time required to repeat the unit.
External Appeal Fees	International/Overseas students can access the Overseas Students Ombudsman free of charge.	Any equipment/property purchased either separately by the student or paid for as part of materials fees becomes the property of the student (e.g. text books, tools of trade) from the time of purchase.	Amounts paid for items retained by the student are not refundable when the student has received the item.
Compulsory Health Insurance (Student Visa holders only)	Refer to OSHC provider price list and refund policy	Photocopying	\$0.20 black and white A4 \$0.40 black and white A3 \$0.30 colour A4 \$0.50 colour A3
CoE- re-issuance due to a student changing their chosen course or duration	Students are permitted to make four (4) changes without incurring a CoE re-issuance fee. Any subsequent changes will incur a \$50 re-issuance fee per CoE. This fee will apply to all subsequent re-issued CoEs.	Replacement Student ID Card	\$10
Referral to external bodies/third party organisations.	Additional costs/fees may be incurred for these referrals. Please consult with the external body for advice on fees and charges before making an appointment.	Non-attendance at organised First Aid class on allocated day without a valid reason and/or medical certificate.	Cost to reschedule student into the next organised First Aid class: <ul style="list-style-type: none"> • NSW: \$240 fee payable to MEGT • VIC: \$240 fee payable to MEGT
Late payment of Tuition Fees	\$100 fee added to all overdue instalments	Student request for Payment Plan	\$50 fee applied to each subsequent instalment. Maximum of 4 instalments
<p># Overseas/International student refunds are calculated based on the amount received from an education agent. The education agent is liable to refund their commission portion to the student accordingly.</p> <p>** Refer to Assessment Resit Policy and Procedure for examples where this fee applies (Fees and charges may be subject to change)</p>			

Student accommodation and airport pick-up cancellation and refund policies

Service Fee	Refund
Booking fee	No refund
Airport transfer service: two (2) working days' notice must be given of any changes to details of inbound flights	If less than two (2) working days' notice is given for a change of flight details, then no refund
Accommodation deposit: The student cancels after the accommodation booking has been confirmed	
2-4 weeks' notice	Compensation payment equivalent to one (1) weeks accommodation fee is payable to the accommodation provider.
1-2 weeks' notice	Compensation payment equivalent to two (2) weeks accommodation fee is payable to the accommodation provider.
Under 1 week notice	No refund
After a student has commenced their stay	No refund
A student wants to change their Accommodation after they have commenced their stay.	The student must repay the booking fee, give two (2) weeks' notice to the current Accommodation provider and pay for a minimum of four (4) weeks accommodation at the new Accommodation.

APPENDIX C

Administration Fees, Charges and Refunds For International Students Enrolled in Fee-for-Service English Language Courses with ABILITY English

Note: All amounts are shown in Australian Dollars (AUD) and ABILITY English will not consider any fluctuations in exchange rates when calculating refunds.

International students undertaking VET courses refer to Appendix A

*Initial course is the first course in a single course or in a combination of courses listed on each student's signed Course Acceptance Agreement.

Circumstance	ABILITY English Policy	Circumstance	ABILITY English Policy
Student's visa application is rejected before the initial course* start date. (An original letter from the Australian Embassy/ Consulate must be provided).	100% of the pre-paid course and material fees, accommodation, and OSHC (Overseas Student Health Cover) fees. No refund of the enrolment fee and accommodation placement fee.	Visa rejection on or after initial course* starts. (An original visa refusal letter from the Australian Embassy/Consulate must be provided)	100% of the unused portion of pre-paid course and material fees, accommodation and OSHC fees. No refund of the enrolment fee and accommodation placement fee. #
ABILITY English cancels a course after it has commenced.	100% of the unused portion of pre-paid course and material fees, accommodation and OSHC fees. No refund of the enrolment fee.	Student provides notice of course cancellation in writing to more than 28 days before the student's initial course* starts.	100% of pre-paid course and material fees and 100% of OSHC (Overseas Student Health Cover) fees. No refund of the enrolment fee. For accommodation fees, see the accommodation refund table. #
Student provides notice of course cancellation in writing to an ABILITY staff member between 28 days and 15 days before the student's initial course* starts.	75% of pre-paid course and material fees and 100% of OSHC (Overseas Student Health Cover) fees. No refund of the enrolment fee. For accommodation fees see the accommodation refund table #	Student provides notice of course cancellation in writing to an ABILITY staff member between 14 days and 1 day before the student's initial course* starts.	50% of pre-paid course and material fees and 100% of OSHC (Overseas Student Health Cover) fees. No refund of the enrolment fee. For accommodation fees see the accommodation refund table #

APPENDIX C (continued)

Circumstance	ABILITY English Policy	Circumstance	ABILITY English Policy
Withdrawal on or after the initial course* starts.	No refund of payments received and any outstanding payments as listed on a student's Course Acceptance Agreement (CAA) remain payable by the student. No release letter will be granted unless all fees payable, as listed on a student's signed CAA, are received in full.	Termination of enrolment by ABILITY due to student misbehaviour.	No refund
If a student breaches their visa conditions resulting in their studies and/or visa being cancelled.	No refund	Course Change: 'All Day English' to 'Evening English' after course commencement	No refund
Course Change: 'Evening English' to 'All Day English' after course commencement	Payment of course fee difference	Between campuses, 'All Day English' or 'Evening English', after course commencement	Payment of course fee difference
CoE changes	\$50 AUD per CoE change request on the fifth (5th) change or more. Tuition fees adjusted according to change request.	ABILITY English cancels a course before its starting date	Full refund within ten (10) working days of fees paid to ABILITY English
ABILITY English defers a course start date and the new date is unacceptable to the student	Full refund within ten (10) working days of fees paid to ABILITY English as soon as we receive notice that the new date is unacceptable for the student.	ABILITY English cancels a course before its expected finish date	Refund within ten (10) working days of the unexpended portion of pre-paid tuition fees.
Replacement Student ID Card	\$10	Unforeseen event or 'Act of God' such as Fire, Flood, Weather Event or Damage to Building resulting in the delay and/or relocation of classroom delivery	No Refund