

1. SCOPE

This refund policy is provided in full to all students prior to any payment being made and is contained IN FULL in the *Formal Student Written Agreement / Contract*.

This policy covers the refunds process for all fees paid to Golden Wattle Group Pty Ltd T/A Meridian Vocational College (as specified in this policy) scope of registration, and includes any money paid to an education agent to be remitted to the College on behalf of the College. However, Education Agents are not authorised to collect money on behalf of the College. All fees should be paid directly to Golden Wattle Group Pty Ltd T/A Meridian Vocational College.

Any additional fees requested by an agent should firstly be queried directly with the College before payment.

NOTE: Fees for additional services (not covered by the Letter of Offer or part of the written agreement with Golden Wattle Group Pty Ltd T/A Meridian Vocational College) conducted by and paid to Education Agents by students are not covered by this refund policy.

TUITION FEES:

Tuition fees are fees received by a provider (from or on behalf of an overseas student or intending overseas student) that are “directly related to the provision of a course that the provider is providing, or offering to provide, to the student”.

Tuition fees are typically compulsory fees for the delivery of the enrolled course and include items such as:

- Tutorials and tutoring sessions
- lectures
- additional requisite training including practicums and practice hours
- ancillary costs for fieldwork, excursions or laboratories
- specialist materials that are mandatory and relate to the provision of the course.

NON-TUITION FEES:

Non-tuition fees cover other items not directly related to tuition and may be compulsory or discretionary.

The application for enrolment fee of \$250.00 is non-refundable administration fee.

Golden Wattle Group Pty Ltd T/A Meridian Vocational College does not require the student to pay more than \$1500 of tuition fees before a course starts. However, Golden Wattle Group Pty Ltd T/A Meridian Vocational College can accept more than 50 per cent of tuition fees before a course start if the student, or the person responsible for paying the fees, chooses to pay more.

Golden Wattle Group Pty Ltd T/A Meridian Vocational College can request any remaining fees as per the payment plan set out in the written agreement with the student. A Fee Schedule of additional fees that may be payable during your enrolment are included in the Student Contract and available on the college website.

2. POLICY STATEMENT

- Details concerning the scope of the Golden Wattle Group Pty Ltd T/A Meridian Vocational College Refund Policy are to be clearly disseminated to prospective students prior to contractual arrangements being made, this dissemination is in the form of the Student Handbook, Application for Enrolment and Letter of Offer. **This agreement, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia’s consumer protection laws if the Australian Consumer Law applies.**

General Rules and refund process

- The refund process reflects the commitment by Golden Wattle Group Pty Ltd T/A Meridian Vocational College to hold places as booked by students and the amount of administrative resources consumed at the various stages.
- It is the policy of Meridian Vocational College to ensure that all applications for refund of fees are considered and calculations of refunds are kept on student files.
- An application for refund of course fees must be made in writing on the Application for Refund Form to Meridian Vocational College stating detailed reasons for the request. Any relevant evidence should also be attached for consideration.
- The date the written notice is received by Golden Wattle Group Pty Ltd T/A Meridian Vocational College is the DEFAULT DATE, and is the date used for the calculation of any refund and/or cancellation.
- Refunds must be requested in writing to the Administration of Golden Wattle Group Pty Ltd T/A Meridian Vocational College. Verbal notification to Golden Wattle Group Pty Ltd T/A Meridian Vocational College staff or agents are not valid.
- Refund applications WILL NOT be processed where the signature on the refund application DOES NOT match the student signature as shown on other documents provided by the student for admission Golden Wattle Group Pty Ltd T/A Meridian Vocational College.
- The Staff of Golden Wattle Group Pty Ltd T/A Meridian Vocational College will process refund requests and if approved, arrange payment within 28 days.
- Refunds will be paid in Australian Dollars into the nominated bank account.
- To allow prompt settlement of refund requests, all advance payments will be held in a nominated bank account by Golden Wattle Group Pty Ltd T/A Meridian Vocational College until the course start date.
- All requests for refund will be processed on an individual basis, taking into account impact on follow on units /modules if applicable.
- The term “commencement” in this policy refers to the first day of the first program attended by the student.
- Issues regarding payment will be handled at the first available opportunity and directed to the Compliance Manager of Golden Wattle Group Pty Ltd T/A Meridian Vocational College. All Refund Requests and issued refunds will be logged in the Refund Log.
- In the event of a visa refusal, the application/enrolment fee is not refundable. Refund on visa rejection will require a copy of notification from the Australian High Commission. Airport pick up fee is refundable if a visa is refused.
- The College will notify students of the outcome of the application for refund within 20 working days of receipt of a completed and signed application for refund and applicable evidence.
- Tuition fees are refundable in full where student has provided evidence of medical or compassionate reasons due to which the student cannot commence the course, Golden Wattle Group Pty Ltd T/A Meridian Vocational College if advised of the cancellation 28 days or more before course starts and prior to entering into Australia.
- Overseas Student Health Cover (OSHC) refund applications must be made to health fund providers directly following their policies and procedures
- Refunds will be paid within 4 weeks after receipt of a written application for refund unless stated otherwise in this policy.
- Students enrolled in packaged courses do NOT qualify for a refund once they commence their studies in Australia.
- If a student has given misleading information to an Golden Wattle Group Pty Ltd T/A Meridian Vocational College approved agent, Golden Wattle Group Pty Ltd T/A Meridian Vocational College and/or any Commonwealth Agencies of Australia, no refund will be given.
- No refunds will be paid to a third party (person other than the student), unless directed by the student on the Refund Application Form.
- Golden Wattle Group Pty Ltd T/A Meridian Vocational College calculates refunds based on a SEMESTER fee (20 weeks study period plus 6-week holidays = 26 weeks).
- Golden Wattle Group Pty Ltd T/A Meridian Vocational College will give the student a refund statement that explains how the amount has been worked out.
- In case of a cancellation by the student or Golden Wattle Group Pty Ltd T/A Meridian Vocational College, any outstanding fees to Golden Wattle Group Pty Ltd T/A Meridian Vocational College become due in 7 (seven) days.
- Any costs incurred by Golden Wattle Group Pty Ltd T/A Meridian Vocational College to recuperate outstanding fees will be charged to the student.
- Unpaid fees will be recorded as a debt and recovered by action in a court of competent jurisdiction.

- Golden Wattle Group Pty Ltd T/A Meridian Vocational College will not release any testamurs/awards to students until outstanding course fees have been paid in full.
- Golden Wattle Group Pty Ltd T/A Meridian Vocational College will provide the student in writing the resulting decision of Golden Wattle Group Pty Ltd T/A Meridian Vocational College management.
- Golden Wattle Group Pty Ltd T/A Meridian Vocational College will advise the student of their right to appeal the decision of Golden Wattle Group Pty Ltd T/A Meridian Vocational College management.
- The refund policy is subject to review at least once per year.
- Refunds will only be paid to the student or legal guardian of a student under 18. If a student has paid the fees to their agent, Golden Wattle Group Pty Ltd T/A Meridian Vocational College cannot recover the paid fees and cannot return to the student fee paid to an agent. Education agents are not authorised to collect money on behalf of the college. Students must not pay tuition fees to the agents.
- Students are not permitted to transfer course fees to another student.
- Refunds will be paid directly to the person who entered into the contract with the College unless we receive signed written direction to pay someone else, from the applicant.
- Refunds will be paid in Australia dollars.
- Students are obligated to pay outstanding course fees and understand the College will not issue a release if fees are owed for the current study period. For further details refer *Transfer between registered providers Policy*.
- Golden Wattle Group Pty Ltd T/A Meridian Vocational College only accepts responsibility for fees and charges associated with the cost of enrolling in and studying with MVC. No accountability will be taken for fees or charges associated with international education agent or migration agent fees or visa application costs.

Refunds resulting from Golden Wattle Group Pty Ltd T/A Meridian Vocational College Default

In the unlikely event of Golden Wattle Group Pty Ltd T/A Meridian Vocational College default, within 14 days of the default, Golden Wattle Group Pty Ltd T/A Meridian Vocational College will:

- Either offer the student an alternative place at Golden Wattle Group Pty Ltd T/A Meridian Vocational College expense, that is accepted in writing;
- OR
- Refund the student the unused portion of the prepaid fees minus fee paid or to be paid as commission to agents

If Golden Wattle Group Pty Ltd T/A Meridian Vocational College is unable to provide a refund or place the student in an alternative course, then the student shall be referred to the Tuition Protection Service (TPS: www.tps.gov.au), who will place the student in a suitable alternative course or if a suitable course cannot be found, pay a refund as calculated by the TPS Administrator.

Qualifications/ Accredited Courses: Table of Refunds

Type	Timeframe	Amount Refunded	Documents
VISA Refusal Prior To Commencement	Prior To Commencement	100% refund of all unused prepaid Course fees (Tuition and Non-Tuition) less \$250 administration fee Provider cannot keep more than \$500 OR 5% of course fees paid whichever is the lessor amount.	Refund Request Proof of VISA Refusal
VISA Refusal After the course has commenced	After the course has commenced	Nil	Refund Request Proof of VISA Refusal
VISA Renewal Refusal	After the course has commenced	Nil	Refund Request Proof of VISA Refusal
VISA Removal for breach of conditions	At any time	Nil	Refund Request Proof of VISA Refusal

Withdrawal, Transfer or Enrolment Cancellation	Greater than 28 days before commencement of the course	Non-Tuition fees are not required to be refunded 85% refund of Tuition Fees paid	Refund Request Letter of Offer DSC Form
	Less than 28 days before commencement of the course	50% of Course fee. minus application/enrolment fee of AUD \$250.00, minus any Agent Commissions Paid	Refund Request Letter of Offer DSC Form
	After the course has commenced <i>except if visa is refused see above**.</i>	Nil	Nil
Default by Golden Wattle Group Pty Ltd T/A Meridian Vocational College	At any time	Full Refund	Nil
MVC has not entered into a compliant written agreement with the student.	At any time	Refund amount = weekly tuition fee x weeks in default period	Nil

Short Courses & Skill Sets: Table of Refunds			
Type	Type	Type	Type
Student withdraws	In writing, eight (8) calendar days or more prior to the course commencement	100% of the course fee (paid by the student)	Refund Request
Student withdraws	In writing, within seven (7) calendar days prior to the course commencement	75% of the full course fee (regardless of how much the student has already paid)	Refund Request
Student withdraws	In writing, less than 24 hours prior to course commencement	Nil refund	-
Student withdrawn from the course by MVC	After course commencement, due to inappropriate behaviour	Nil refund	-
Course cancelled by MVC	Nil	100% of the course fee (paid by the student)	-

VISA REFUSAL PRIOR TO COMMENCEMENT OF STUDY:

Meridian Vocational College policy is a full refund of unused course prepaid fees will be provided to students minus a \$250 administration fee.

In this instance, no more may be deducted from the refund than:

As per ESOS Legislation states 5% of the amount of course fees received by the provider before the default day or \$500 whichever is the lesser amount.

Written evidence of the visa refusal from the relevant authority is required.

Refunds for OSHC, equipment, books etc purchased from other agencies will need to be applied for directly with the supplier.

MINIMUM REFUND CALCULATIONS AS PER ESOS (CALCULATION OF REFUND) SPECIFICATION 2014 LEGISLATION:

The refund specification legislation sets out the minimum refunds that must be paid by a registered provider under certain circumstances.

Under the legislation ESOS (Calculation of Refund) Specification 2014

<http://www.comlaw.gov.au/Details/F2014L00907> clear guidelines are provided on calculating refunds in the following circumstances.

NOTE: Fee calculations will be rounded up to whole dollar amounts.

When counting the number of calendar days from the default day to the end of the period to which payment relates, the default day is not included in the count.

NOTE: SOME CIRCUMSTANCES ARE FOR COURSE FEES (BOTH TUITION AND NON-TUITION), AND OTHERS JUST CALCULATED ON TUITION FEES.

1. PROVIDER DEFAULT:

Method for working out amount of refund of tuition fees in event of provider default -

Refund amount = weekly tuition fee x weeks in default period

New calculation under section 7 of the Education Services for Overseas Students (Calculation of Refund) Specification 2014:

a) Weekly tuition fee = (total tuition fee for the course / number of calendar days in the course) x 7, rounded up to the nearest whole dollar.

b) Weeks in default period =
$$\frac{\text{number of calendar days from the default day to the end of the period to which the payment relates}}{7}$$

c) Refund amount = weekly tuition fee x weeks in default period

2. STUDENT DEFAULT - VISA REFUSAL PRIOR TO THE COMMENCEMENT OF THE COURSE

In this instance, no more may be deducted from the refund of course fees* (Tuition and Non-Tuition) than:

5% of the amount of course fees* received by the provider before the default day

or \$500 whichever is the lessor amount.

(2) For subsection 47E(2) of the Act, the amount of a refund is the amount of the course fees, minus the lesser of the following amounts:

- (a) 5% of the amount of course fees received by the provider in respect of the student before the default day;
- (b) \$500.

(3) For subsection (2), the *course fees* for a course is the sum of:

- (a) the tuition fees received by the provider in respect of the student; and
- (b) the non-tuition fees (if any) received by the provider in respect of the student.

***Course fees** for a course is the sum of:

- (a) the tuition fees received
- (b) the non-tuition fees (if any) received

STUDENT DEFAULTS AFTER STUDY COMMENCES:

This section applies where a student whose visa has been refused has withdrawn from the course after it commenced, or the student has failed to pay an amount they were liable to pay the provider in order to undertake the course *and* the student has a compliant written agreement. In this instance refunds are calculated on tuition fees only. The provider is not required to refund non-tuition fees paid.

Refund calculation under section 10 of the refund specification:

- a) Weekly tuition fee = (total tuition fee / number of calendar days in the course) × 7
- b) Weeks in default period =
$$\frac{\text{number of calendar days from the default day to the end of the period to which the payment relates}}{7}$$
- c) Weekly tuition fee × weeks in default period = Refund amount

10 Method for working out amount of refund in event of other student default

(1) This section applies if:

- (a) a registered provider is required to provide a refund under section 47E of the Act because of a default by a student; and
- (b) section 8 and section 9 do not apply.

Note This section would apply where a student whose visa has been refused has withdrawn from the course after it commenced, or has failed to pay an amount he or she was liable to pay the provider in order to undertake the course.

(2) For subsection 47E(2) of the Act, the amount of a refund is calculated as follows:

refund amount = weekly tuition fee × weeks in default period

Refunds are at the discretion of the Chief Executive Officer, Meridian Vocational College and may be negotiated on an individual case-by-case basis if exceptional circumstances apply as deemed by the CEO.

Education Agents are not authorised to accept payment on Meridian Vocational College's behalf.

We will not issue refunds under other circumstances including but not limited to:

- Changes occur in student work hours, student changes/ leaves work
- It becomes inconvenient for a student to travel to class
- A student moves to a different location
- A student enrolment is cancelled for misbehaviour / breach of the college *Code of Behaviour*.

PROVIDER DEFAULT:

COURSE CANCELLED:

A full refund of all unused tuition fees will be made if a CRICOS course is cancelled by Meridian Vocational College for any reason. In this instance a refund will be made in 2 weeks.

The student may also be refunded the \$250 enrolment fee in this situation only.

COURSE DOES NOT COMMENCE ON TIME:

If the course does not start on the starting date as per the Written Agreement, students will be offered a full refund of all unused pre-paid course fees by the College/or placed in an alternate course if acceptable to the student and agreed to by the student in writing and evidence kept on the student file.

Refunds due to provider default in this instance will be paid within 14 days.

TUITION PROTECTION SERVICE:

If the College is unable to provide a refund or place a student in a suitable alternate course our Tuition Protection Service (TPS) will offer students a suitable alternate place with another provider or refund the student, the unused portion of the prepaid tuition fees.

The TPS Director may recover from the college as a debt, the amount equal to the amount paid for a student under the TPS. Refer: Tuition Protection Service <https://tps.gov.au/>; <https://tps.gov.au/StaticContent/Get/Fags>

UNCLAIMED FUNDS

The college will pursue to contact students who have not requested a refund within 4 weeks of leaving the college and keep such evidence on the student file.

Procedure

Students should not pay any course money until they have signed and lodged a formal written agreement/acceptance of offer. However, if students pay by direct payment into our bank account or another means e.g. mail prior to signing a formal written agreement, we cannot use the course money received. We will immediately contact the student or agent to inform the student that the payment cannot be processed (and the enrolment cannot progress) until the signed agreement is received. Meridian Vocational College will keep such evidence on the student file.

Students requesting a refund must be given a *Refund application form*. Students should also be given a copy of the Refund and Complaints and Appeals Policy and Procedure from their most current signed Contract /Formalisation of Enrolment with the college. If a signed and dated more recent version has been agreed to, this version should then be provided.

Students are to be advised to make an appointment to discuss the situation with the Compliance Manager where possible.

When students present with a refund application, receiving staff are to ensure it is complete. All evidence e.g. medical certificates must also be attached to the form.

Refund applications are given to Student Services /the Compliance Manager for processing/calculating the refund appropriately. Student Services will consult with the CEO as necessary.

The Compliance Manager/CEO may request an interview with the student.

Applications for refunds MUST be processed completely within 4 weeks from the date of a completed application, except for visa refusal prior to commencement OR provider default, in which case students will be refunded in 2 weeks.

Meridian Vocational College refund policy as per the student's enrolment contract applies unless a newer policy (signed, dated and agreed by student) exists, then, it is to be followed.

Students are to be notified in writing of the outcome of their refund request within 4 weeks of receipt or 2 weeks if a visa refusal prior to commencement or provider default.

TIMELINES/REQUIREMENTS FOR PROVIDER AND STUDENT DEFAULT

- Refer Sections 46 & 47 of the ESOS Act 2000

PROVIDER DEFAULT:

Meridian Vocational College must notify DET and the TPS Director within 3 business days if we default and notify students in writing.

Within 14 days either offer an alternate place at Meridian Vocational College's expense (student must accept in writing) or refund the student's unused fees

Notify DET and TPS Director of provider default outcomes within 7 days of the alternative course or provide a refund to the student/s.

If a registered provider of an alternative course offers the student a place in the course, the student may accept the offer in writing within 30 days after the end of the provider obligation period unless the period is varied by the TPS Director.

The TPS Director may recover from a provider as a debt, the amount equal to the amount paid for a student under the TPS.

STUDENT DEFAULT:

The Meridian Vocational College written agreement /acceptance of offer must include refund requirements in the case of student default.

Meridian Vocational College must notify DET and the TPS Director of student default only if the student's visa is refused or if there is no compliant Written Agreement in place. Meridian Vocational College then has 7 days after the end of the obligation period (35 days after the default occurs) to give notice via PRISMS of the outcome of the discharge of the College's obligations.

Meridian Vocational College does not report on student refunds where a compliant written agreement is in place and it is not a refund due to a visa refusal.

Meridian Vocational College must refund in 4 weeks except for student visa refusal or provider default (2 weeks).

IF Meridian Vocational College does not have a compliant written agreement, or if a student's visa is refused after commencement, refunds are calculated as per ESOS (Calculation of Refund) Specification 2014 <http://www.comlaw.gov.au/Details/F2014L00907>

REPORTING ON PRISMS (STUDENT DEFAULT):

The College must report changes to a student's enrolment as required by section 19 of the ESOS Act within 31 days. EXCEPT IF: The student is under 18 years of age and does not commence their course or terminates their studies, they **must be reported via PRISMS within 14 days**.

The College MUST retain records of all written agreements as well as receipts of payments made by students under the written agreement for at least 2 years after the person ceases to be an accepted student.

Students should be advised in the agreement that they are responsible for keeping a copy of the written agreement as supplied by the College and receipts of any payments of tuition or non-tuition fees.

This written agreement, and the right to make complaints and seek appeals of decisions and action under various processes, does not affect the rights of the student to take action under Australian Consumer Law if the Australian Consumer Law applies.

Also Refer: ESOS (Calculation of Refund) Specification 2014 <http://www.comlaw.gov.au/Details/F2014L00907>

FACTSHEET:

[https://internationaleducation.gov.au/Regulatory-Information/Documents/Fact%20Sheet%20ESOS%20refund%20specification%2040714%20\(2\).pdf](https://internationaleducation.gov.au/Regulatory-Information/Documents/Fact%20Sheet%20ESOS%20refund%20specification%2040714%20(2).pdf)

3. RELATED LEGISLATION AND REGULATIONS

- The National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018, known as 'the National Code 2018' Standards
- Standards for Registered Training Organisations (RTOs) 2015, Standard 5 clause 5.3 and standard 7, clause 7.2

- Education Services for Overseas Students Regulations 2001
- Education Services for Overseas Students Act 2000

4. RELATED POLICIES, PROCEDURES AND DOCUMENTS

- Fees and Charges Policy
- Deferral Suspension Cancellation Policy
- Complaints & Appeals Policy
- Complaints & Appeals Procedures
- Academic Misconduct and Cancellation Form