

# **Mastery Institute Australia**

Fees and Refund
Policy and Procedure



Level 5-6, 119 Charlotte Street Brisbane QLD 4000

**③** 1300135825

info@mastery.edu.au

www.mastery.edu.au
 PO Box 15104, City East QLD 4002

**ACN** 150 307 725 | **RTO** 40813 | **CRICOS** 03542A

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# 1. Objective

The objective of this policy is to comply with Outcome Standards for RTOs, Standard 2.1 (c) (iii), (d), (e), Compliance Standards for RTOs for RTOs, Standard 18 and clauses 2.1.7, 3.1, 3.3, and 3.4 of the National Code of Practice for Providers of Education and Training to Overseas Students 2018. The objective of this policy is to standardise the procedures of fees and refunds and comply with the legislative and other state laws requirements.

# 2. Policy Statement

The policy pertains to both domestic and international students enrolled in the institute.

The institute monitors student fees, refunds, and payment methods, including those that include paying in advance and being covered by the institute.

Course fees are listed on the student's letter of offer, on the payment plan (if applicable), on the tax invoice as well as on the institute website.

#### 3. Course Fee

- a. All course expenses, including tuition and other fees, are explicitly listed in the student agreement.
- b. Tuition fees include:
  - All the training and assessments are necessary for students to pass the course they are enrolled in.
  - Unless otherwise specified on the course outline, each student will get one copy of the necessary training and assessment materials.
  - Issuance of one set of certification documents.
  - Access to Learning Management System (LMS).
  - Access to computers and other online resources.
  - Admissions services.
  - Student services
- c. Non-tuition fees include:
  - Enrolment Fee
  - Material and equipment fee
    - o If a student wishes to use their own equipment (e.g., knife set) during the course, they must notify MIA at least one month prior to the course commencement. The trainer will assess the equipment to determine its suitability and compliance with course requirements. Approval is subject to the trainer's discretion. If the equipment is not approved or if the student fails to provide timely notification, no refund will be issued for the material/equipments supplied by MIA.
- d. Course fees (tuition or non-tuition) **do not** include:



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- Any optional textbooks and materials that may be recommended but not required to complete a course.
- Replacement textbooks if original copies are lost or misplaced. Costs for replacement textbooks are outlined in the student agreement.
- Stationery such as paper and pens.
- Overseas Student Health Cover (OSHC).
- Transportation services such as airport pick-ups.
- Certification documents of re-issuance.
- Direct debit setup, transaction, and dishonour fees (if applicable).
- Fees for credit card payments
- Uniforms
- Safety equipments
- Miscellaneous Fees & Charges
- The administrative and incidental fees and charges are not refundable once incurred. They
  are charged separately from tuition fees. Non-refundable fees and charges may include things
  such as:
  - o goods or services that are in addition to tuition fees and are 'incidental' to the students studies.
  - fines or penalties that are not to raise revenue or cover administrative costs, e.g. fines or penalties for late payments, late variations to enrolments, late withdrawals from a course.
- e. Non-refundable fees and charges may change, or be added to from time to time.
- f. Regardless of whether all fees are paid, the institute cannot guarantee that students will pass the course in which they enrol.

#### 4. Other Student Fees

These fees apply to the following:

Items	Fees (A\$)	Details	
Reissuing statement of attainment	\$50.00	Per copy of each document requested	
Reissuing academic transcript	\$50.00	Per copy of each document requested	
Reissuing certificates of enrolment	\$20.00	Per copy of each document requested	
Reissuing certificates	\$50.00	Per copy of each document requested	
Reissuing letter of completion	\$20.00	Per copy of each document requested	
Reissuing Student ID Card	\$20.00	Per copy of each document requested	
Replacement of damaged or	\$20.00	Per workbook	
missing workbook	\$20.00	FEI WOINDOON	
Re-assessment fee	\$50.00	Per unit	
Enrolment fee charge for the	\$200.00	Only once (Non-refundable)	
course	\$200.00		
Monthly Payment Plan	\$150.00	Per incident	
Arrangement Fee	\$130.00	rei iliciaett	



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Items	Fees (A\$)	Details
Surcharge on late payment of fees (payment plan)	\$50.00 - \$250	This surcharge will accumulate at a rate of \$50 per week, up to a maximum of \$250.
Photocopying/printing service (B/W Only)	\$0.40	Per page
Administration fee charge for change of commencement date/deferral of the course	\$100.00	Each incident
Administration fee for change of study	\$250.00	Each program
Administration fee for cancellation/ withdrawal due to visa refusal	\$250.00	Each incident
Administration fee for cancellation/ withdrawal (other than visa refusal)	\$350.00	Each incident

<sup>(\*</sup> All costs and fees are subject to modifications)

#### **Notes and Detail**

- Regardless of the reason, reissuing denotes that the student has requested the institute to release additional or replacement copies of the documents.
- The reissuing fees only apply to subsequent issuances of documents; initial issuance is at no cost.
- Postage or bank fees, for example, may be extra; however, all additional costs will be discussed with the student before moving forward. If students take the required documents in person at the institute office, there are no additional expenses; otherwise, there may be mailing and bank fees.
- When students have not achieved competency in their submitted assessment on their second attempt, each unit charges a re-assessment fee. An administration fee may be applied based on the student's request, including changes to the commencement date, deferrals, study modifications, or cancellations/withdrawals.
- Fees for postponing studies or other situations when there may be additional expenses. Students must ensure timely payment of all fees to maintain their enrollment status. In cases of delayed payment, a late payment surcharge of \$50 per week will be applied, up to a maximum of \$250. This fee covers administrative costs related to follow-ups, processing late payments, and maintaining student enrollment records.

#### For clarification:

- A delay of one week will incur a \$50 late fee.
- A delay of two weeks will increase the fee to \$100.
- The fee will continue to accumulate until reaching the maximum cap of \$250.

All accumulated late payment fees must be paid along with the outstanding balance to avoid further penalties, which may include suspension or cancellation of enrollment.

- The administration fee for withdrawals due to visa refusal is set at \$250, as this process involves standard administrative procedures. For other withdrawals, an administration fee of \$350 applies due to the additional processing required, including eligibility checks, consulling, record updates, and reporting.



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(9) www.mastery.edu.au (9) PO Box 15104, City East QLD 4002

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# 5. Payment Procedures

## **Payments**

- a. All students are responsible for paying their tuition fees, material fees, enrollment fees, and any other fees that may be incurred.
- b. If international students do not pay their tuition, they will be given three warnings about it before being reported to DET via PRISMS as a student default.

## **Payment Methods**

The following means of payment are accepted by the institute for fees and charges:

- Payment in person
- Direct deposit payment
- EFTPOS (a 1.50% surcharge will be applied)

# **Students Fees Protection**

#### a. Domestic Students

The institute will not demand that a prospective or current student prepay tuition fees that are greater than \$1,500 in total, either directly or through a third party (being the threshold prepaid fee amount). However, when a student chooses to pay more than \$1500, then prepaid payments will be safely maintained in the institute's account, where the institute retains all students' tuition money, and will only be pulled in part once the student begins the course.

The institute offers payment plans for students, where the terms of payment will be established in accordance with the institute policy and subject to approval; extra costs or a different price schedule may be applicable. Before enrolment, payment arrangements must be made known to the student and made available to the public, including on the institute.

#### b. International Students

The following fees must be paid for student visa enrolments under the Tuition Protection Service (TPS):

- If international students pay more than 50% of tuition, it has to be declared.
- The institute maintains all prepaid tuition fees in a designated account, separate from operating funds, in accordance with Section 28 of the ESOS Act. Funds from this account will only be withdrawn as permitted under the regulations, once the student begins the course.
- The tuition assurance program will find comparable training to let the students who are affected by this scenario complete their education without further financial strain.
- The institute may provide payment plans for students, where the conditions of payment will be established in accordance with the institute's policy and after approval, extra costs or a different fee schedule may be imposed.
- Before enrolment, payment options must be clearly communicated to the student and made publicly accessible, including on the institute.

## Late Payment of Fees:

- The institute will send a tuition fee reminder within 3 days after the due date if the student has not made the payment.
- The institute will issue a first warning letter seeking payment if fees are not paid within 5 days from the due date. Students who fail to make payments on time will be charged a late payment



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fee of \$50 per week, up to a maximum of \$250. If payment is still not received within 3 days from the issuance of the first warning letter, a final warning letter which is the Notice of intention to cancel, will be issued. This letter will notify students that their enrollment will be suspended due to non-payment. Students who receive the final warning letter will be given 20 working days to file an appeal.

- If a student clears the outstanding fee after receiving a warning letter, they will remain under monitoring. Any subsequent payment failure will result in the issuance of the next level of warning.
- If a student misses two consecutive payments by the due date, MIA will issue a final warning (Notice of Intention to Cancel) immediately, regardless of any prior warning letters issued.
- International students must adhere to the standard appeals procedure. If no appeal is filed within the 20 working day period, the Department of Home Affairs will be notified via PRISMS, resulting in the cancellation of the Confirmation of Enrolment (CoE) due to non-payment of tuition.
- Students with unpaid tuition may be denied attendance to their scheduled classes until the outstanding tuition is paid in full.

# **Final Warning**

# Reminder

Within 3 days from the due date if non-payment

After 3 days from second warning sent out. / 20 working days of appeal given



After 5 days from the due date/a late payment surcharge of \$50 per week will be applied, up to a maximum of \$250.

**First Warning** 

# 6. Refunds for Students

As officially published or made available by the institute, tuition fees are defined as payments payable for tuition. Course fees consist of tuition plus any relevant enrolment fees and learning materials fees.

When a formal request to withdraw from, cancel, or enrol in a program is received and the request is approved, refunds will be made within 20 working days.

Requests for refunds must be made in writing. The Refund Request Form must be completed by the student and handed in paper form at the institute reception or through email at the institute's official email address student@mastery.edu.au.



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## **Eligible Refund Situations:**

# a. Visa Refusal prior to the coure commencement

- The full course fee paid will be refunded.
- The enrolment fee of \$200 is non-refundable whether the student has completed the course or
- Administration fee of \$250 will be deducted with any bank charge.
- There is no refund for the visa refusal which is relevant to fraudulent or false documentation or misrepresented information on the part of the applicant.

#### b. Visa refusal after the start of the course:

- Course fees will be refunded starting on the day the student defaults. The amount of the refund will be determined by how many weeks the student is in default plus the weekly course fees.
- Explanatory guidelines on the Education Services for Overseas Students (Calculation of Refund) Standard 2024 provide the basis for this calculation of the reimbursement.

#### c. Provider Default:

- A complete refund is due in cases where the institute is unable to come to an agreement, with the student and either fails to perform the agreed-upon services, terminates the contract early, or modifies the training product.
- In the unlikely event that Mastery Institute Australia (MIA) is unable to deliver the course in full, all unused tuition fees will be refunded. Alternatively, students may be offered enrolment in a comparable and suitable course within MIA at no additional cost.
- Students have the right to choose between receiving a refund of unused course fees or accepting a place in an alternative course. Course and other associated fees are non-transferable to another student.
- If a student accepts placement in another course, they must sign a new Enrolment Agreement with MIA, and a new Confirmation of Enrolment (CoE) will be issued.
- If MIA is unable to provide a refund or offer a suitable alternative course, the Tuition Protection Scheme (TPS), administered by the Commonwealth, will assist in placing the student in an equivalent course at no extra cost.
- If the TPS is unable to place the student in a suitable alternative course, or if placement is not possible, the student will be eligible for a refund as determined by the TPS Fund Manager. More information on the TPS can be found at www.tps.gov.au.

# d. Compassionate and compelling circumstances:

When a student can demonstrate a genuine hardship that prevents them from completing the training product's requirements, the institute may, in its sole discretion, offer a full or partial refund of their tuition fees.

## e. Special circumstances

A student may withdraw from a course of study after the commencement date and apply for a refund if they believe the withdrawal was for special circumstances. The Institute will refund the pro rata amount of tuition fees if satisfied that special circumstances apply that:



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- Are beyond the student's control;
- Did not make their full impact on the student until on or after the commencement date for the course of study;
- Make it impracticable for the student to complete the requirements of the course of study.
- Each application for refund under special circumstances will be examined on a case-by-case
   basis together with supporting documentation that has been provided to substantiate the claim

## **Ineligible Refund Situations:**

Refund is NOT available under the below circumstances:

#### a. Student Default

- According to ESOS Act, a student seems to be in default when:
  - The student does not begin the course on the designated start date and does not notify the institute in advance; or
  - o Before or after the course start date, the student withdraws from the course; or
  - The student disregards paying the institute a sum they were required to pay, either directly or indirectly; or
  - o The student fails to comply with a requirement of a student visa; or
  - o Student misbehaviour or misconduct.
  - Abandonment of studies occurs when a student withdraws from a course without officially terminating their enrolment with the institute, or when a student declines a package deal for a series of courses and does not enrol in the succeeding or future courses.
- No refund will be given if a student provides false or misleading information, fails to comply with the terms of enrollment, violates the student code of conduct, fails to comply with the Australian government's visa requirements for international students, and/or withdraws after the course's start date.
- **b. Governmental modifications:** In cases where a training product has been removed from the national register or otherwise modified by rules, the institute will negotiate with students to decide whether they finish their training using the original or upgraded training product.
- c. Medical issues: Upon written request, a student's enrollment may be prolonged for a maximum of six (6) months in circumstances when they are ill and have sufficient supporting documents, such as Australian GP certificate. All payments made in accordance with the initial offer and payment plan are still owed by the student.
- **d.** International Student's Visa terminated or rejected: no refund is given if the student's visa is rejected due to breaches of visa conditions or providing fraudulent or false documents.

The institute will apply the following refunds where appropriate:



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Situation	Eligible Refunds	Additional deductions from Elgible refunds	
Withdrawal due to Visa refusal with legitimate refusal ground prior to the intake date:	Full refund of tuition fee and unused material fee	<ul> <li>\$250 administration fee</li> <li>\$200 non-refundable enrollment fee</li> <li>Any applicable bank charges</li> </ul>	
Withdrawal due to Visa refusal with legitimate refusal ground after the intake date:	Pro-rated Tuition Fee refund	- \$200 non-refundable enrollment fee	
3. Withdrawal prior to CoE issuance	Full Tuition Fee refund	<ul> <li>\$350 administration fee</li> <li>\$200 non-refundable enrollment fee</li> <li>Any applicable bank charges</li> </ul>	
Notification of course withdrawal	prior to the intake date:		
a. 3 months in prior of the course intake date:	75% of paid tuition fee refund	<ul> <li>\$350 administration fee</li> <li>\$200 non-refundable enrollment fee</li> <li>Any applicable bank charges</li> </ul>	
b. 2 months in prior of the course intake date:	50% of paid tuition fee refund	<ul> <li>\$350 administration fee</li> <li>\$200 non-refundable enrollment fee</li> <li>Any applicable bank charges</li> </ul>	
c. 1 month in prior of the course intake date:	25% of paid tuition fee refund	<ul> <li>\$350 administration fee</li> <li>\$200 non-refundable enrollment fee</li> <li>Any applicable bank charges</li> </ul>	
5. Notification of course changes upon or after intake commences:	No refund for current or previous term	<ul> <li>\$250 administration fee</li> <li>\$200 non-refundable enrollment fee</li> <li>Any applicable bank charges</li> </ul>	
6. Notification of withdrawal upon or after intake commences:	No refund for current or previous term	<ul> <li>\$350 administration fee</li> <li>\$200 non-refundable enrollment fee</li> <li>Any applicable bank charges</li> </ul>	
7. Enrolment being cancelled by the institute due to student default (e.g., misbehaviour or underpayment)	No refund	-	



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**3** 1300135825

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www.mastery.edu.au
 PO Box 15104, City East QLD 4002

ACM 150 207 735 | PTO 40012 | CRUCOS 207 424

ACN 150 307 725 | RTO 40813 | CRICOS 03542A

# 7. Refund Procedure

# When students believe they are eligible for a course fee refund, they should:

- a. request a refund of their course fees and send a written refund request form to the Student Support Officer.
- b. Provide reasons with valid evidence to support the refund request to the Student Support Officer.

If a claim is received, it will take 20 working days to process an application for a refund. When the Student Support Officer/Administration Team receives a formal refund request form, s/he must:

- a. present the application to the institute's Account Manager.
- b. provide to the student, the written notice of the institute Account Manager's decision.
- c. If student is dissatisfied with the refund outcome, student has the rights to appeal the decision by submitting complaint and appeal form <sup>1</sup> and each refund request is evaluated individually. Refunds will only be given to the students who signed the student agreement; they won't go to any other parties. There will be no cash reimbursements; all refunds will be transferred to the student's nominated bank account in Australian dollars.

Accepting the refund policy does not take away the student's ability to take additional legal action or seek another redress under Australia's consumer protection laws. The Complaints and appeal policy and procedure should be consulted.

# 8. VET Student Loans (VSL) Students

Refer the relevant information to Information for VET Student Loans (VSL) Students refunds at <a href="https://drive.google.com/file/d/1TdDJN9R-Djj1SRKyd">https://drive.google.com/file/d/1TdDJN9R-Djj1SRKyd</a> wOEwoKrz e5vb5/view

# 9. Recording and payment of refunds

- The student's file and the institute's accounting system will both securely maintain records of refund assessments and refund issues.

# 10. Monitoring

The Account Manager shall be responsible to ensure that the procedures listed in the policy are being followed as it is. S/he will monitor the refunds granted to the students and whether it is in accordance with the procedures above. S/he will monitor the fees received under the tuition protection scheme and that the advance fees are safe and are being utilised at the correct time i.e., before the beginning of the second half of the course duration.

<sup>&</sup>lt;sup>1</sup> Refer to the Complaint and Appeal Policy and Procedure



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**3** 1300135825

info@mastery.edu.au

(9) www.mastery.edu.au (9) PO Box 15104, City East QLD 4002

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The Account Manager should also ensure that the fees and refund policy and procedure are in line with the fees and refund procedures being carried out in the institute and overlook. If there is any discrepancy, that could be noted, and relevant updates will be made in the fees and refund policy and procedure.

The Account Manager shall be responsible for overlooking these policies and procedures and checking the policy once a year to ensure that the policy is current, and compliant with the legislative requirements and state laws. The Account Manager will ensure that the policy is up-to-date and encompasses all the relevant requirements of RTO standards, the ESOS Act and the National Code, 2018.

# 11. Continuous Improvement

All feedback, queries and suggestions are to be made to the CEO, regarding the fees and refund policy and procedure. Every year these queries and suggestions will be sought from administration team, compliance team, accounting manager and other staff members. All the relevant and important suggestions and/or queries will be forwarded in the yearly meeting for discussion and actions to be taken on those particular topics.

P&P Version Control				
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Responsibility	CEO and Compliance Team			
Reference	Outcome Standards for RTOs, Standard 2.1 VET students have access to clear and accurate information, including to make informed decisions about the training product and the RTO, and are made aware of changes that affect them. The RTO demonstrates: (c) (iii) any fees and costs payable by the VET student, including payment terms and conditions, refund policies and the availability of any relevant government training entitlements and subsidy arrangements, (d) prior to enrolment or before any fees are required to be paid, written information is provided to the VET student about the agreed training to be provided, the amount of any fees to be paid by the VET student, and the VET student's obligations, (e) how it identifies changes that affect VET students, including transition of superseded, deleted, or expired training products, and informs VET students of these as soon as practicable.  Compliance Standards for RTOs for RTOs, Standard 18. Where fees are prepaid, there are systems in place to ensure refund of these fees if the RTO is unable to deliver the agreed training and assessment.			