



## Fee and Refund Policy and Procedures

### *POLICY*

### ***Related Compliance Section 18***

**NATIONAL CODE OF PRACTICE FOR PROVIDERS OF EDUCATION AND TRAINING TO OVERSEAS STUDENTS 2018 (CTH). STANDARD 2 AND 3**

### Purpose

The purpose of this policy is to ensure that MCBT complies with the regulatory requirements relating to the collection and protection of prepaid fees, and that appropriate safeguards are in place to protect students in the event the MCBT is unable to deliver the agreed services.

### Legislative Background

Compliance Requirements, Division 3 Accountability– Prepaid Fee Protection Measures (Compliance Standards for NVR Registered Training Organisations and Fit and Proper Person Requirements) Instrument 2025 (Cth).

National code of practice for providers of education and training to overseas students 2018 (cth). Standard 2 and 3.

### Scope

This policy applies to all MCBT staff involved in the management of student enrolments, fee payments, financial arrangements, and tuition protection, including the CEO, Compliance Officer, Finance Officer, and Administration staff.

All current and prospective students of MCBT

### Policy Statement

MCBT acknowledges its responsibility under the National Vocational Education and Training Regulator (Compliance Standards for NVR Registered Training Organisations and Fit and Proper Person Requirements) Instrument 2025 to protect VET students from financial loss where prepaid fees exceed the threshold of \$1,500 per course per individual.

To comply with the regulatory requirements, MCBT has adopted the following principles:

- Prepaid fees will only be collected in accordance with approved fee protection arrangements.
- Students will be provided with clear information about all applicable fees and refund arrangements.
- Where fees exceed the threshold, a formal and approved fee protection strategy will be implemented and maintained.

#### **Fee information includes:**

- All costs for the course including any materials fees
- Any other costs payable to the MCBT including costs for recognition of prior learning if applicable
- Payment terms and conditions including deposits, refunds, and payment plans if applicable

The Student Agreement and the Student Handbook which are provided before enrolment includes this Fees and Refunds Policy and inform the student of their consumer rights. Students are asked to sign the Student Agreement in acknowledgment of the terms and conditions of the enrolment and this policy. Where an employer is paying for a student's course, an Employer Agreement will be provided at the time of enrolment outlining the total fees, payment terms, and schedule of payments applicable.



**No cooling-off period applies as MCBT does not use unsolicited consumer agreements (such as telemarketing, door-to-door selling, or direct approach marketing in public places).**

Course fees as applicable to each course are detailed on the Student Agreement and include:

- All the training and assessment as well as educational support services are required for students to achieve the qualification or course in which they are enrolling within the attempts allowed.
- Where a student fails to achieve a satisfactory outcome after three attempts at an assessment task, the student will need to re-enrol into the unit or units in question and will be charged a pro-rata course fee based on the number of units required to be undertaken.
- Learning materials for each student unless otherwise stated on the Course Outline.

Issuance of one set of certification documents including the testamur (certificate) and record of results and/or a **Statement of Attainment (in the case of withdrawal or partial completion)**.

- 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 or other personal use items such as computers or internet access that may be required to complete homework tasks.
- Printing costs (if required).
- Re-issuance of AQF certification documents. Re-issuance or additional copies of these documents will attract a fee (Please refer to the Fee Schedule for details).

MCBT cannot guarantee that students will complete the course in which they enrol regardless of whether all fees due have been paid.

Please refer to the fee schedule for a detailed schedule of fees.

Payments can be accepted by electronic transfer, cheque, money order, or in person at the head office.

Students who having trouble in paying their fees are invited to call our office to make alternative arrangements for payment during their period of difficulty.

Debts may be referred to a debt collection agency where fees are more than 40 days past due.

MCBT reserves the right to suspend the provision of training and/or other services until fees are brought up to date. Students with long term outstanding accounts may be withdrawn from their course if payments have not been received and no alternative arrangements for payment have been made.

## Procedures

### Tuition Fee Protection

MCBT complies with its obligations under the *Education Services for Overseas Students Act 2000* (ESOS Act) by participating in the **Student Tuition Protection Scheme (TPS)**, managed by the Australian Government via the **Overseas Students Tuition Fund (OSTF)**.

The TPS is designed to protect the interests of international students on student visas in the event that a provider is unable to deliver the course in which the student is enrolled. In such cases:

- The TPS will offer the student a place in a **suitable alternative course** at no additional cost; or
- If a suitable course cannot be found or the student does not accept the offered course, the TPS will provide a **refund of the unused portion of prepaid tuition fees** paid to MCBT.



Importantly, students **do not need to submit a refund application** in the case of provider default. The TPS process is automatic.

### Key Principles of TPS Fee Protection:

- Tuition fees are collected according to the agreed **Student Fee Payment Schedule**.
- MCBT contributes to the **TPS Levy** as a CRICOS-registered provider.
- In the event of provider default, the TPS will initiate placement or refund actions on behalf of the student.

## 2. Fee Protection for Domestic Students

In accordance with **Clause 18** of the *Compliance Standards 2025*, MCBT ensures that domestic students are also protected from financial loss:

- MCBT will **not collect more than \$1,500 in prepaid fees** per course per student unless approved fee protection measures are in place. (Refer II)

## 3. Access to Fee Information

To support transparency and informed decision-making, MCBT provides the following to all prospective and current students:

- A comprehensive **Student Agreement** outlining all tuition fees, materials fees, payment schedules, and refund conditions;
- A **Course Outline** summarising the applicable course fees;
- Information published on the **MCBT website**;
- MCBT lists all tuition fees payable by the student for the course (Refer Fee Schedule), and payment options (including, if permitted under the ESOS Act, that the student may choose to pay more than 50 per cent of their tuition fees before their course commences).
- Confirmation of fee details prior to enrolment or the collection of any fees, in line with **Standard 2.1** of the Outcome Standards and **Clause 5.3** of the former Standards.

## Choice of Fee Protection Measures

As a non-government, non-university RTO, MCBT must implement one or more of the following protective arrangements:

### (A) Bank Guarantee

- MCBT maintains an unconditional financial guarantee from a bank operating in Australia.
- The guarantee covers the total prepaid amount exceeding \$1,500 per individual, across all applicable students.
- The guarantee:
  - Is maintained at all times.
  - Is updated quarterly or when new prepayments are received.
  - Has no expiry unless replaced or updated.
  - Costs are borne by the RTO and not passed to the student.

### (B) Tuition Assurance Scheme

- As an alternative or additional measure, MCBT may maintain membership with an approved tuition assurance scheme operator.
- If services cannot be delivered, the scheme ensures:
  - Students are placed into an equivalent course at no additional cost, or
  - Refunds are issued for services not yet delivered (in excess of the threshold).
    - The scheme operator must be approved by the National VET Regulator (ASQA).



(C) Other Approved Measures

- Where applicable, the RTO may implement other protection measures approved in writing by ASQA.
- These must meet the intent of the legislation and be formally documented.

## Documentation and Monitoring

- The Finance Officer tracks all prepaid fee transactions through the Prepaid Fees Account.
- The Compliance Officer reviews prepaid balances monthly from PRISMS Protected Fee Amount report and ensures maintenance of required Protected amount in the nominated bank account.
- Evidence of compliance (bank guarantees, scheme membership certificates) is kept in the Fee Protection Register.
- MCBT will ensure that its accounts will be certified, at least annually, by a qualified accountant who is a member of Certified Practicing Accountants (CPA) Australia, or otherwise registered as an auditor of the Australian Securities and Investment Commission (ASIC), and on request, the report must be made available to the state or territory registering body that has registered the organisation.
- Below is Schedule 1 of the Email/ Notice issued to students towards fee payment during their enrolment at MCBT



## Failure to Provide Services

- If MCBT is unable to provide prepaid services:
  - The CEO must initiate one of the following actions within 5 working days:
    - Arrange for placement into an equivalent course at a suitable location and at no additional cost, or
    - Refund prepaid fees for undelivered services (exceeding \$1,500 per course).
- A record of the student outcome and corrective action is maintained in the Fee Protection Account.

## Process for claiming a refund

- The specified person(s), other than the student, who can receive a refund in respect of the student identified in the written agreement.
- A plain English explanation of what happens in the event of a course not being delivered, including the role of the Tuition Assurance Scheme



- A statement that "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 the Australian Consumer Law if the Australian Consumer Law applies".
- There is no requirement to set out the length of study periods or the tuition fees that apply to study periods in ongoing invoices and billing cycles. As there are no longer restrictions on the collection of further tuition fees after the student commences, as agreed initially on a payment plan with students setting out when any remaining fees are due to be paid once the student starts their course.

All course fees for fee-for-service students include an Enrolment Fee (or non-refundable deposit) which will only be refunded where MCBT is required to cancel a course before it commences due to insufficient numbers or for other unforeseen circumstances.

A student not achieving the qualification or unit/s in which they enrolled due to exhausting their attempts at assessment, does not entitle the student to a refund.

RPL application fees are non-refundable.

Students who withdraw from a course may seek a refund or a reduction in fees owing by making an application for a refund in writing using the Student Refund Application Form. The application must include the details and reason for the request. Students who have not completed a Student Withdrawal Application Form are not eligible for consideration of a refund or reduction in fees.

In the unlikely event that MCBT or any third parties responsible for delivering training and assessment on its behalf, is unable to deliver the course or any portion of the course as promised, the student will be issued with a refund for the course or portion of the course that was not provided. This includes the following situations:

- Where MCBT or any third parties delivering training and assessment on its behalf ceases to operate.
- Where MCBT ceases to deliver the course in which a student is enrolled, and the agreement is terminated.
- Where MCBT needs to make a change to the terms of the student agreement (such as the way the course is delivered or conditions of enrolment) and a new agreement cannot be reached with the student to account for changes.

In any of the above situations, MCBT will automatically conduct a refund assessment of all affected students and issue the refund to the Fee Payer accordingly. In these cases, there is no need for a student to make an individual application for a refund. Refunds will be issued within 28 business days.

The refund assessment will be based on reviewing the services and/or materials provided to the student and the costs incurred by MCBT in their provision such as:

- Textbooks or other materials provided.
- Training already provided (e.g., number of meetings/classes/visits etc.).
- Individual support is provided by the trainer/assessor.
- Assessments marked or feedback provided (including RPL).

The outcome of the refund assessment will be provided in writing to the student's registered address within 28 business days, outlining the decision and reasons for the decision along with any applicable refund or adjustment note. Refund decisions can be appealed by following MCBT Complaints and Appeals Policy & Procedure.



## Recording and payment of refunds

### General Refund Conditions

- The original fee payer (student or employer/guardian) is the party eligible to receive any approved refund, as specified in the Student Agreement.
- All refund claims are managed in accordance with the terms set out in this policy and the Fee Schedule provided at the time of enrolment.
- A statement is included in the Student Agreement confirming:
- “This written agreement, and the right to make complaints and seek appeals of decisions and actions under various processes, does not affect the rights of the student to take action under the Australian Consumer Law where applicable.”

### Provider Default

- If MCBT, or any third-party delivering training and assessment on its behalf, is unable to deliver the agreed services, the following applies:
- Situations Covered:
- MCBT ceases operations or course delivery.
- A material change is made to the student agreement, and no revised agreement can be reached.
- A course is cancelled due to insufficient enrolments or external disruptions.
- Process:
- Students will be automatically assessed for refund eligibility.
- Refunds are made without requiring an application form.
- MCBT will issue a refund for the unused portion of prepaid fees within 28 calendar days.

Refunds will be calculated based on:

- Unused tuition services
- Any materials/resources not yet provided
- Hours of training not yet delivered

If the student was an international student, the Tuition Protection Service (TPS) may intervene to offer:

- A suitable alternative course at no additional cost; or
- A refund of unspent prepaid tuition fees, if no suitable alternative is available.





#### Student-Initiated Withdrawal or Cancellation

Withdrawal Scenario	Refund Eligibility
Visa Refusal (prior to course start)	100% refund of all unused prepaid tuition fees (excluding enrolment fee)
Withdrawal > 28 days before start date	Full refund of tuition fees minus enrolment fee
Withdrawal < 28 days before start date	50% refund of tuition fees minus enrolment fee
Withdrawal after course start	No refund (unless due to serious illness or hardship)
Visa cancelled due to student actions	No refund

*Note:* Enrolment fees are **non-refundable** under all circumstances.

#### Refunds Due to Compassionate or Compelling Circumstances

- Students unable to commence or continue studies due to serious illness, injury, or personal hardship may apply for a pro-rata refund. Requirements include:
- Written request submitted using the Student Refund Application Form
- Supporting medical certificate or evidence
- Refund eligibility is assessed case-by-case and may be offered as:
- A partial refund
- A credit transfer toward a future course (valid for 12 months)

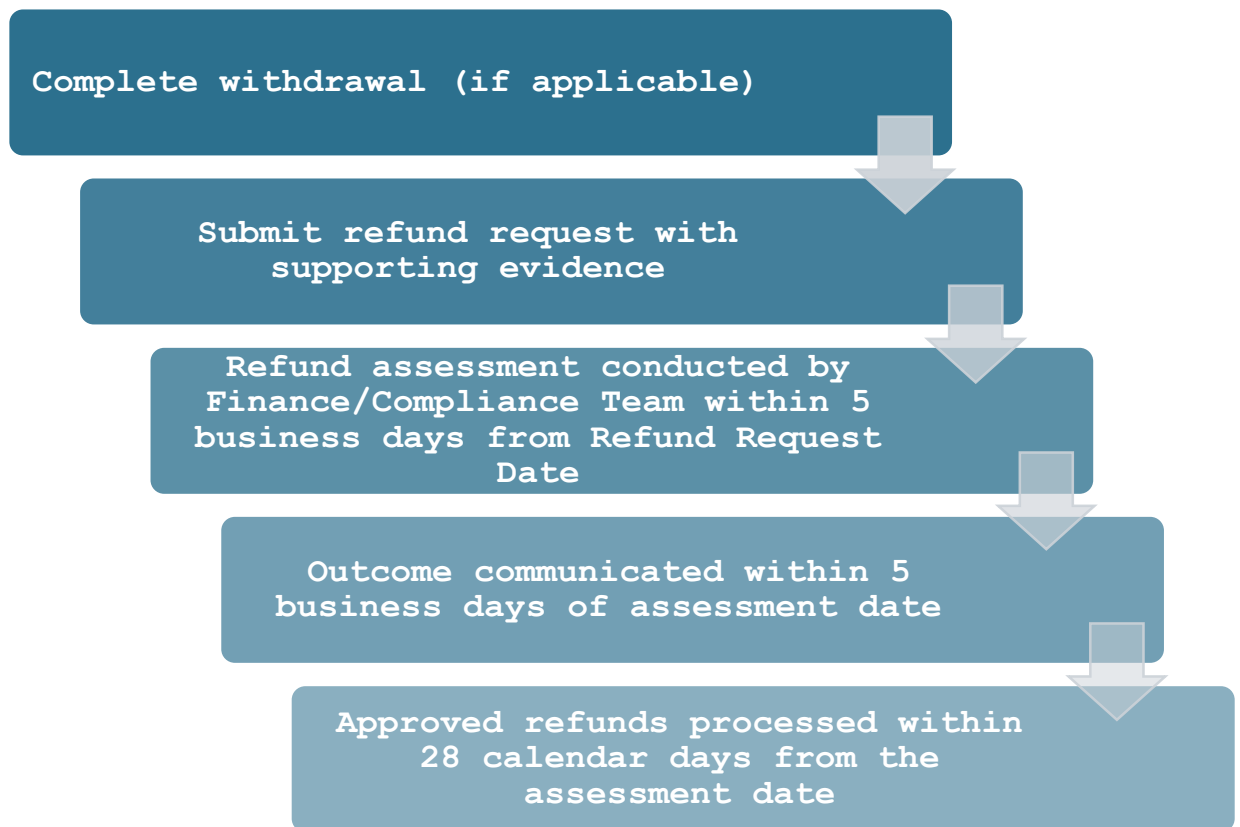
#### Non-Refundable Items

- The following are non-refundable:
- RPL application fees (regardless of outcome)
- Enrolment/administration fees
- Fees for services already rendered (e.g., assessments marked, feedback provided)
- Fees for textbooks or materials already supplied
- If a student fails to achieve competency due to exhausted assessment attempts, no refund is applicable. The student may re-enrol in the unit at a pro-rata fee.





### How to Request a Refund



### Appeals Process

- Students may appeal refund decisions under the Complaints and Appeals Policy & Procedure.
- International students may also escalate to the Overseas Students Ombudsman if unsatisfied.

### Recording and Audit Trail

- Refund decisions, calculations, and supporting evidence are:
- Stored securely on the student's file
- Recorded in the Fee Protection and Refund Register
- Audited periodically to verify compliance with Clause 18

### Special Notes on Fee Scheduling and Study Periods

- MCBT does not define formal study periods for the purpose of restricting fee collection, as current legislative instruments no longer impose these restrictions.
- Payment plans clearly outline when fees become due post-commencement, ensuring transparency in all transactions.