McGibbon Institute of Trade and Business

Fees and Refunds Policy and Procedures

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Purpose of the policy

This policy and associated procedures outline McGibbon Institute of Trade and Business approach to the effective and fair management of fees, charges and refunds. This ensures that support is provided to students to assist them in completing their studies. This policy and associated procedures meet the requirements of Standards 2.1 of the Outcome Standards for RTOs and marketing and advertising requirements, AQF certification documentation and prepaid fee protection measures in Compliance Requirements, as well as Standards 2 and 3 of the National Code of Practice for Providers of Education and Training to Students 2018, as well as the ESOS Act 2000 and the ESOS (Calculation of Refund) Instrument 2024.

Policy statements

- McGibbon Institute of Trade and Business is committed to providing students with information about all fees and charges associated with a course, as well as its refund policy and processes.
- Prospective students can access information about fees and charges and refunds in the Student Handbook and Prospectus.
- Enrolling students are fully informed of all fees and charges and the refund policy in the Offer Letter and Student Agreement.
- The Offer Letter and Student Agreement include details of all applicable fees and charges, including the application fee, tuition and non-tuition fees and the payment schedule for such and payment options.
- Students are advised of the potential for fees and charges to change over the duration of their course. These changes will be communicated electronically to affected students at least four (4) weeks prior to implementation.
- All fees and charges will be reviewed annually, and all marketing material and student information will be updated accordingly. New fees and charges will generally only apply to incoming students.
- Written agreements between McGibbon Institute of Trade and Business and its students specify the conditions under which refunds may be issued, detailing any amounts eligible for repayment. This includes funds collected by education agents acting on behalf of the college.
- Written agreements between McGibbon Institute of Trade and Business and its students clearly outline the procedure for requesting a refund.
- McGibbon Institute of Trade and Business written agreements provide a clear explanation of the procedures if a course is not delivered as promised.
- McGibbon Institute of Trade and Business's written agreements explicitly state that students still retain their rights under Australia's consumer protection laws, despite the existence of complaints and appeals processes within the institution.

Payment conditions prior to course commencement

Melbourne Metropolitan College (MMC) & Langford English College (LEC) require payment of course tuition fees for each term upon enrolment. Subsequent payments are due before the start of each term. While you can opt to pay the full fees upfront, you're only obligated to pay up to 50 percent in advance.

Payments and Refunds

Enrolment fees (or the equivalent deducted from paid tuition fees if the original enrolment fee was waived) are non-refundable under any circumstances, except in the rare event that McGibbon Institute of Trade and Business are unable to deliver the course.

- Tuition fees and course credit are non-transferable.
- An administrative fee of $300 will be charged for all refunds, calculated in accordance with section 47E of the ESOS ACT 2000.
- Fines are non-refundable.
- McGibbon Institute of Trade and Business reserves the right to cancel or postpone any courses before their scheduled commencement dates, if necessary.
    - In such cases, if a student cannot enrol in a similar course at the college, all fees will be refunded within 28 business days.
- Written notice of withdrawal received within at least 28 business days before the course's commencement (based on the original start date) warrants:
    - a full refund minus an administrative fee of AUD$300 (or its equivalent deducted from paid tuition fees), and
    - minus any applicable agent's fees.
- If the students notify McGibbon Institute of Trade and Business with a written notice of withdrawal less than 28 business days before their course starts, then
    - The student will receive half (50%) of course fee back,
    - minus the cancellation fee (which is also half of their tuition fee).
- Once the student's course starts, if the student cancels, unfortunately, they won't get any refund, and they will have to pay the full tuition fee.
- If the 50% refund amounts to less than $100, a late cancellation fee of $100 will apply.
- If the student pays their fees ahead of time, and the student has commenced the course, but the course is cancelled before it finishes, McGibbon Institute of Trade and Business will deduct the cancellation fee according to the fees incurred over the time period implemented with the course delivery and material use.
- If a student's application for a visa extension or new student visa (for onshore students) is not approved and the course has already commenced:
    - The student will not receive a refund for the part of the course they've already completed.
- If a student requests and is permitted by McGibbon Institute of Trade and Business to transfer to another RTO before completing six months of their main course:
    - the student will not receive a refund for their fees, and
    - the student will need to pay any outstanding fees.
- If a student's enrolment is cancelled due to breach of any McGibbon Institute of Trade and Business policies, then:
    - The student will not receive any refund.

Full refund

- If a student's visa application is rejected, the student will receive a full refund of all prepaid course fees, minus an administrative charge of AUD $300.00, which will be deducted from the refund.
- In rare circumstances where McGibbon Institute of Trade and Business cannot deliver the student course as intended, the student receives a refund for all course fees paid up to that point. This refund will be processed within 4 weeks of the course discontinuation. Alternatively, the student may be offered enrolment in another course by the college at no extra charge. The student will have the option to choose between a full refund or enrolling in a different course. If the student opt for another course, the student will need to sign a document confirming the acceptance.
- If the student has paid more than necessary for any fees, the student will be refunded the excess amount in full.

Partial Refund

- If a student cancels their enrolment or misses classes after the program begins, except in cases of visa refusal or under circumstances deemed compassionate and compelling by the CEO, the refund will be calculated based on the weekly tuition fee multiplied by the number of weeks studied, plus an additional 2 weeks' notice. For instance, the refund amount equals the average weekly tuition fee plus 2 weeks' notice, multiplied by the remaining weeks of the course.
- Any refunds for payments received by McGibbon Institute of Trade and Business for services other than tuition fees must be requested from the respective service provider. Students will be subject to the refund policies of these companies

No Refund

If the student cancels their enrollment or misses classes after course commencement, except for special circumstances approved by the CEO, or offshore visa refusal:

- The student will not receive a refund on tuition fees until the current training period ends; and
- The student will also need to pay any remaining/outstanding fees and/or fines for that period.
- If the student has paid their tuition fees directly to their Agency representative and is requesting a refund, then:
- The student must deal with the agency representative and their policies.
- If the student's visa extension isn't approved and the course has already commenced:
- The student will not receive a refund for the classes they've missed.
- If the student requests to transfer to another RTO before completing six months and it's been approved:
- the student will not receive a tuition fee refund until the current teaching period ends; and
- the student will need to pay any remaining/outstanding fees and/or fines for that period too.
- If the student enrolment is cancelled because they breeched Policies and/or legislative requirements including visa conditions:
- the student will not receive any refund for their course fees.

Refund Process

- To request a refund of tuition fees according to this policy, students must submit a written refund application detailing their reasons and relevant information to the admission department at admissions@mmc.edu.au
- The CEO will approve all the refunds. All eligible refunds will be processed within 28 business days and sent to the individual who made the fee payment.
- If a student is transferring to another RTO in Australia (subject to Visa conditions), the refund may be directed to that institution with the student's authorisation.
- Exceptions to the refund policy may only be granted in cases of extenuating or compassionate circumstances as determined by the CEO. It's important to note that this policy does not affect a student's rights under Australia's consumer protection laws.

Document Control

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