



Matic International College

Refund Policy and Procedure

Version 2.0

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1. Definitions

College – means Matic International College

ESOS Act 2000 – Education Services for Overseas Students Act 2000

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

Commencement of Course – refers to the course start date stated on the CoE or the commencement date on the Letter of Offer where a CoE is not applicable

CoE - refers to Confirmation of Enrolment

Course Fee – comprises tuition fee and non-tuition fee (if applicable)

Non-Course Fee – comprises Handling Fee, Credit Application Fee, Withdrawal Processing Fee (applies to both Withdrawal cases and Release cases), Certificate Re-issue Fee, Assessment Re-submission Fee, Placement Fee (if applicable), Late Fee (per invoice), Instalment Fee

Non-Course Fee – OSHC fee is a non-course fee

Student - refers to onshore/offshore students whose course enrolments do require CoEs

Offshore Student – is an international student who does not hold a current Australian Visa or is not in Australia while applying to be enrolled into the college

Onshore Student - is an international student who holds a current Australian Visa and is in Australia while applying to be enrolled into the college

Payment Period - a specific period within the CoE course. A payment period is deemed to be 3 months. The last payment period in a course may be less than 3 months. As an example, a 12-month course has 4 payment periods, each payment period represents three months; an 8-month course has 3 payment periods, the first two payment periods represent 3 months each, and the third payment period represents 2 months.

Current Payment Period - is the payment period where the date of your withdrawal request received by the college falls in. See the below example for a 12-month course from 01/07/2023 to 30/06/2024:

<i>Course duration</i>	<i>Payment period</i>	<i>Date of withdrawal request received</i>	<i>Determination of Current Payment period</i>
01/07/2023 – 30/09/2023	1	15/08/2023	Current Payment period
01/10/2023 – 31/12/2023	2	13/11/2023	Current Payment period
01/01/2024 – 31/03/2024	3	05/01/2024	Current Payment period
01/04/2024 – 30/06/2024	4	09/05/2024	Current Payment period

Subsequent Payment period – the payment period(s) after the Current Payment period.

2. General Notes

This policy applies to international students of the college.

The college, in accordance with the Education Services for Overseas Students (ESOS) Act 2000 and the National Code 2018, must have a Refund Policy and Procedure in place. This policy relates to refunds of course fees, both when there is a Student Default or a Provider Default. Except as provided by law, a refund of course fees will only be granted in accordance with this Refund Policy.

Handling, registration, application, and administration fees already paid by the student are strictly non-refundable. Please note that the above non-tuition fees paid by the student are refundable only under ***clause 2.1 Visa refusal before the commencement of the course.***

Please note that students who have already arrived in Australia must contact the OSHC provider directly regarding any refund.

Refund application must be submitted in writing, including relevant supporting documents, and clearly stating the reason for the refund request. For refund requests made prior to the commencement of the first course, students should contact the student support officer in the college or send an email to info@matic.vic.edu.au. For refund requests made after the commencement of the first course, students should send an email to the college at info@matic.vic.edu.au

Students must provide the following documents when applying for a refund:

- a) Refund Application Form
- b) A copy of the bank receipt (such as Telegraphic Transfer (TT)) for the initial payment made;
- c) A copy of their passport page, which contains their official full name and signature;
- d) Refuse Letter from the Department of Home Affairs (Applicable to visa refusal only).
- e) A letter of acknowledgement of withdrawal of an application from the Department of Home Affairs (Applicable to visa withdrawal only).
- f) Other supporting documentation as requested by the education provider. For example, Declaration Letter for Refund Beneficiary Form (apply to refunds for students from Pakistan), a Declaration Letter, or a Withdrawal and Release Form.

3. Visa Refusal

3.1 Visa refusal before the commencement of the course:

- a) In cases where a student did not begin the course on the agreed commencement date due to visa refusal, then the refund amount will be calculated according to Section 10(2) under Education Services for Overseas Students (Calculation of Refund) Instrument 2024. The student will be refunded the course fees paid him/her after a deduction of the lesser of the following amounts:
 - i) 5% of the course fees received by the college before the default day;
 - ii) \$500

3.2 Visa refusal due to fraudulent or bogus documentation or misleading information provided by the student:

- a) No Refund in course fees.

Note 1: The college retains the right to refuse an application, withdraw an offer of admission or cancel admission without refund where the applicant has provided incomplete, misleading, or fraudulent documentation. No refund will be given when a visa application is refused on the grounds of fraud, provision of incorrect, false, or misleading information or conditions described by the Department of Immigration and Border Protection have not been met.

3.3 Visa refusal after commencement of the course:

- a) Course fees will be refunded from the day of the student default as per Section 10(4) under Education Services for Overseas Students (Calculation of Refund) Instrument 2024. The student will be refunded the weekly tuition fees multiplied by the number of weeks the student is in default.
- b) The calculation of refund, in this case, is guided by Explanatory Guidance on the Education Services for Overseas Students (Calculation of Refund) Instrument 2024:

Refund calculation under section 10(4) of the ESOS (Calculation of Refund) Instrument 2024¹:

- i. **Weekly Tuition Fee** = (total tuition fee/ number of calendar days in the course) *7
- ii. **Weeks in Default Period** = number of calendar days from the default day to the _____ end of the period to which the payment relates

¹ Refer to https://www.legislation.gov.au/F2024L01231/asmade/2024-09-30/text/original/epub/OEBPS/document_1/document_1.html

iii. **Refund Amount = Weekly Tuition Fee × Weeks in Default Period**

Note 2: Offshore students may be entitled to a full refund of the prepaid course fees if the visa is refused within 31 days after the course commencement date, and the offshore student has not arrived in Australia and commenced the course.

Note 3: Onshore students whose visa is refused after course commencement, but who are permitted to continue studying under a bridging visa during a visa appeal lodged to ART, course fees will be charged upon receipt of the student's withdrawal request.

4. Student Default

4.1 In accordance with section 47A of the ESOS Act, student default occurs when:

- a) The student does not start the course on the course commencement day and has not notified the college prior to the commencement of the course; or
- b) The student withdraws from the course, either before or after the course commencement day; or
- c) The student fails to pay an amount he or she was liable to pay to the college, directly or indirectly; or
- d) The student breaches a condition of the student visa; or
- e) Misconduct or Misbehaviour by the student.
- f) Abandonment of studies, where a student abandons their course without formally cancelling their enrolment with the college or where a student has received a packaged offer for a combination of courses and does not commence in the second or subsequent course.

4.2 Where student enrolment is terminated by the college due to student default (with the exception in clause 3.4 b) after the commencement of the course:

- a) No refund for the course fee paid for the current payment period where the student visa cancellation/refusal date falls in. Course fees paid for the subsequent payment period(s) will be refunded, less a withdrawal processing fee of \$200.

4.3 Where a student withdraws from the course before the course commencement date, and the written withdrawal/refund request received by the college is:

- a) More than 4 weeks before the course commencement date, we will refund 100% of all paid course fees less a withdrawal processing fee of \$200 (with the exception in clause 3.3 (d));
- b) More than 2 weeks and up to 4 weeks before the course commencement date, we will refund 80% of the first payment period of your course fee paid and 100% of the subsequent payment period of your course fees paid (if any), less a withdrawal processing fee of \$200 (with the exception in clause 3.3 (d));
- c) 2 weeks or less before the course commencement date, no refund will be given for the first payment period of your course fee paid; we will refund 100% of the subsequent payment period of course fees paid, less a withdrawal processing fee of \$200 (with the exception in clause 3.3 (d));

- d) If the student is an onshore student whose course enrolment does not require CoE,
- i. no refund will be given, and no withdrawal processing fee will be charged if the written withdrawal/refund request received by the college is 4 weeks or less before the course commencement date;
 - ii. 40% of the paid course fee will be refunded if the written withdrawal/refund request received by the college is more than 4 weeks before the course commencement date.

4.4 Where a student withdraws from the course after the course commencement date:

- a) No refund will be given for the current payment period; we will refund 100% of all paid course fees for the subsequent payment period(s) as per the written agreement, less a withdrawal processing fee of \$200, with the exception below.
- b) If the student is an onshore student whose course enrolment does not require CoE, no refund will be given, and no withdrawal processing fee will be charged.

4.5 Where a student withdraws from the course after the course commencement date, the student is liable to pay the full course fee for the period up to and including the current payment period, plus a withdrawal processing fee of \$200.

Exception

- a) If a withdrawal is due to compassionate grounds or compelling reasons beyond the student's control, the refund request must include supporting documentation. Such reasons are listed below:
 - In the case of serious illness – verified by a medical certificate
 - Family or personal tragedy
 - Acts of God
 - Acts of Government authorities, for example, where the student is prevented from commencing studies in the agreed course of study.
- b) Whether the withdrawal cases due to compassionate grounds or compelling reasons are accepted by the college is at the strict discretion of the college's management.
- c) The refund will be 100% of the course fee paid if the refund request is received before or on the commencement date of the course.
- d) If the refund request is received after the course commencement date, the refund will be the total course fees paid less the proportioned amount for the period that the course duration has elapsed.
Refund amount = Weekly Tuition Fee x Weeks in Default Period
- e) If the student wishes to make a complaint or lodge an appeal against a refund decision, they are to follow the Student Complaints and Appeals Policy and Procedure of the college.

5. Provider Default

5.1 In the event that the college is unable to deliver the course in full:

- a) The student will be offered a refund of the unspent pre-paid course fees, according to Section 8 of the Education Services for Overseas Students (Calculation of Refund) Instrument 2024:
 - i. **Weekly Tuition Fee** = (total tuition fee/ number of calendar days in the course) *7
 - ii. **Weeks in Default Period** = (number of calendar days from the default day to the end of the period to which the payment relates) / 7
 - iii. **Refund Amount** = **Weekly Tuition Fees x Weeks in Default Period**

6. Remittance of refunds

6.1 Currency

- a) Please be aware that all refunds will be in Australian dollars (AUD) only and will be subject to the currency exchange rate at the time of the refund. The transaction fees charged by financial institutions will be deducted from the refund amount.
- b) International refunds to overseas bank accounts will have the AUD amount converted into the currency of the country where the beneficiary bank account is held or USD if the local currency is not available.
- c) Where the beneficiary has an AUD bank account overseas, this should be communicated via the Request for Refund form to indicate these payments should not be converted. To transmit a refund to an international bank account, a bank fee of up to AUD20 may be deducted from the refund amount. There may be additional fees charged by the recipient's financial institution.
- d) The recipient of the payment may incur additional bank charges.
- e) These charges are imposed by the foreign banking institution and are deducted from the payment made by the college. The college has no control over such charges and, therefore, does not bear any responsibility for amounts deducted or exchange rate differences that have occurred when undertaking foreign currency exchange.
- f) Where bank charges are incurred by the college due to the student providing incorrect or incomplete details regarding their bank account or any other information, these charges will be deducted from the refund paid to the student.

6.2 Refunds to payment source

Refunds are generally made to the original payment source, including:

- a) Where an amount is paid under the college administered scholarship, third-party contract (TPC) or loan arrangement, under the terms of which you are not eligible for a refund.
- b) Where payment was made by someone else on your behalf.
- c) Where payment was made via an authorised agent of the college.

6.3 Refunds to another account

In the following circumstances, refunds may be made to another account:

- a) Payments made by an Australian credit card more than twelve months prior to the refund may be refunded to a bank account specified by the student.
- b) Where a student can provide documentary evidence from the payor's bank/card provider proving the originating account is closed, refunds can be made to a bank account specified by the student.
- c) Where payment is made via an authorised agent of the college, the student may specify a different account for payment of a refund in the refund request.

6.4 Refund processing time

The refund request will be processed within 28 calendar days of the Finance Team receiving completed and accurate documentation.

Note 4: This refund policy and the availability of complaints and appeals procedures do not remove the right to take action under Australia's consumer protection laws; the college's dispute resolution processes do not circumscribe the student's rights to pursue other legal remedies.

7. Feedback

If a student wants to provide feedback about this policy or procedure, they will be required to contact student support officer, and/or trainers and assessors through email communication or face-to-face at the college.

8. Continuous Improvement

The External Compliance Team will monitor the refund process to ensure strict adherence to the steps outlined in this policy. This monitoring function serves as a crucial component of maintaining transparency, consistency, and fairness throughout the refund process at the college.

The External Compliance Team will conduct periodic audits of the refund process to assess whether all steps outlined in the policy are being followed correctly and consistently. These audits will encompass a comprehensive review of the documentation, verification of compliance with established timelines, and examination of the decision-making process for approving refunds.

At least once every year, the Chief Executive Officer (CEO) will receive feedback and recommendations from the External Compliance Team regarding improvements in the refund process and this policy. As per the college’s Continuous Improvement Policy and Procedure (Self-Assurance Framework), any feedback and recommendations will be documented in the Continuous Improvement (CI) Register. This will be used to resolve any issues identified in the Refund Policy, which will improve the college’s refund process. The details of the continuous improvement process are mentioned in the college’s Continuous Improvement Policy and Procedure (refer to the Continuous Improvement Policy and Procedure for further details). .

9. Version Control

Current version	2.0
Approved by	CEO