

P 053 Refund Policy

1. Purpose

This policy is designed to ensure that MTC Australia complies with all applicable Commonwealth, State and Territory funding bodies and the Standards for Registered Training Organisations 2015 in relation to refund of fees paid by any learner.

This policy sets out the circumstances under which learners may claim a refund and the associated procedures for handling refunds for all fees and is applicable to any learner enrolled at any MTC Australia sites providing training, assessment, recognition and offering NRT qualifications.

2. Scope

This standard operating procedure applies to:

- General Manager Education and Training
- RTO Operations Manager
- RTO Compliance Manager
- VET Training Coordinator
- MTC Finance team
- MTC Customer Care team

3. Definitions

N/A

4. References

- [Smart and Skilled Fee Administration Policy](#)
- [Smart and Skilled Contract Terms and Conditions](#)
- [Smart and Skilled Operating Guidelines](#)
- [ET F009 Withdrawal / Refund / Deferment / Transferring Request Form](#)
- [Standards for Registered Training Organisations \(RTOs\)](#)

5. Refund Policy

MTC Australia refund policy is defined in accordance with the contractual obligations with various regulatory bodies. Clause 5.1 and 5.2 below defines the applicable policies for all enrolled students excluding the students enrolled under the government subsidised smart and skilled program (listed under Clause 5.3).

P 053 Refund Policy

5.1. Determining the refund amount

MTC Australia will refund all or part of the fee paid by a learner under the following circumstances:

5.1.1 Full Fee-Paying Student

A full fee-paying student is entitled to a refund of unused portion of fee's paid, when:

- the course is cancelled by MTC Australia
- the course is rescheduled to a time and/or location that is unsuitable for the learner
- learner requesting a withdrawal before commencement*
- learner granted withdrawal as an outcome of complaint
- medical conditions (extended hospitalisation or illness) *
- pregnancy/childbirth
- other special circumstances as deemed appropriate on a case-by-case basis

5.1.2 Smart and Skilled student (including Traineeships)

A smart and skilled student is right to a refund of the student portion of the course fee as described in the [Smart and Skilled Fee Administration Policy](#)

5.1.3 Commonwealth funded student

Commonwealth funded students do not pay fees and as such are not entitled to a refund.

5.1.4 Recognition of Prior Learning/ Credit Transfer

See 5.3 No refunds

5.1.5 Discontinuing Students

MTC Australia manages fees and refund for any student who wishes to withdraw/discontinue their studies from a course in accordance with the Smart and Skilled Fee Administration policy.

All students are advised about the following withdrawal options prior to any fees being paid.

5.1.6 Withdrawal without penalty

This option allows any student to withdraw/discontinue from a course for any reason without any penalty. MTC Australia will advise a cut-off date to any student who wishes to pursue this path.

5.1.7 Withdrawal after the cut-off date without penalty

This option allows any student to withdraw/discontinue from a course after the cut-off date without penalty. MTC Australia will provide the student with a statement of fees that

P 053 Refund Policy

includes all fees applied and any fees refunded, if applicable. In such cases the request is processed as follows:

- i. Student must advise MTC Australia in writing by completing the Withdrawal/Refund /Deferment Request Form.
- ii. MTC Australia will provide the student with a Statement of Attainment including transcript for completed Unit of Competency within 30 days of notification, as mentioned above, of their decision to discontinue training.
- iii. MTC Australia will provide the student an updated training plan listing the Units of Competency where an outcome has been achieved, commenced but not completed and or not commenced
- iv. For Apprentices or Trainees, notify the local Training Services NSW Regional Office within 14 days of notification of the discontinuation of Training
- v. MTC Australia will provide all enrolled students with results of any outstanding completed training activities and or assessments.

5.2 Transferring Students

MTC Australia manages transfer request application of students in accordance with the [Smart and Skilled Guidelines](#) and [Smart and Skilled Terms and Conditions](#). A student may wish to transfer from one Smart and Skilled Provider to the other provider under the following conditions:

- choose to transfer on their own accord
- their initial provider closes
- their initial provider's smart and skilled contract has been terminated

5.2.1 Where a student chooses to transfer on their own accord

1. *Transferring from another Smart & Skilled provider to MTC Australia*

MTC Australia will

- i. ensure that the student provides MTC Australia with a Statement of Attainment for one or more completed units of competency from the other provider
- ii. apply the standard credit transfer rule and grant credit for similar units.
- iii. use the Smart and Skilled Provider Calculator to determine the student fee

2. *Transferring from MTC Australia to another Smart & Skilled provider*

MTC Australia will

- i. ensure that the student is provided with a Statement of Attainment for one or more completed units of competency
- ii. other provider will fulfill their obligations as listed under **f) 1** above

P 053 Refund Policy

5.2.2 Where a student wants to transfer to MTC Australia due to their Provider closure or termination of their Smart and Skilled Contract:

MTC Australia will:

- i. ensure that the fee charged will not exceed the fee quoted by the initial provider
- ii. if the fee to be charged exceeds the initial student fee, MTC Australia will, prior to enrolling the student, confirm with the department about the fees to be charged. Department will be responsible to pay any additional fee gap to MTC Australia.

In the above circumstances, all students transferring to MTC Australia will need to provide the following:

- i. a Statement of Attainment for one or more completed units of competency from the other provider
- ii. an up-to-date training plan issued by their initial provider listing the Units of Competency where an outcome has been achieved, commenced but not completed and or not commenced
- iii. a statement of fees issued by their previous smart and skilled provider that includes all fees applied

MTC Australia will calculate the student fees by entering all details listed above in the Smart and Skilled Provider calculator.

5.3 No Refund

A student is not entitled to a refund of any prepaid amount for:

- a) Non – Refundable deposit,
- b) Change of mind,
- c) Change of job status or conditions of employment,
- d) Inconvenience of travel,
- e) Moving interstate,
- f) Withdrawal from the course due to the following actions, but not limited to:
 - Inappropriate behaviour,
 - Discrimination,
 - Harassment,
 - Bullying,
 - Persistent absenteeism,
- g) Any other act which is a breach of the student code of conduct of MTC Australia,
- h) Withdrawing an application for Recognition of Prior Learning (RPL),
- i) Student provided or provides false or misleading information, or
- j) You changed your mind.

P 053 Refund Policy

5.4 MTC Australia's refund policy for all students enrolled under the smart and skilled program cover the following circumstances:

- for any student notification of withdrawal of their own accord, full refund without any penalty will be provided if the formal withdrawal request is made within 7 days of enrolment
- where recognition of prior learning and or credit transfer has been granted, partial and proportional refund of fees will be provided
- Where a student withdraws from a qualification but have completed all the requirements for a lower-level qualification, which attracted a lower student fee. Student will be refunded the difference in fees.
- where MTC Australia loses its approval to deliver the course (of enrolment) the NSW Government Subsidised training under Smart and Skilled OR ceases its operations as a RTO partial refund of fees will be provided for the unfinished training component

6 Procedure of applying for refunds

6.1 A student can apply for a refund in the following ways

6.1.2 Download the [F009 Withdrawal/ Refund/ Deferment/ Transferring Request Form](#) from our MTC website or request a hard copy of the form from the Site Centre Manager /Trainer or VET Training Coordinator

6.1.3 Submit the completed form with the requested evidence to the Site Centre Manager/Trainer or VET Training Coordinator

6.2 The Site Centre Manager/VET Training Coordinator will process the application in accordance with this policy and confirm an outcome/decision within 14 working days. The decision will be taken based on the available evidence and circumstances.

6.2.2 If the learner is not satisfied with the outcome of their refund, they lodge their complaint in writing via email to Complaints@mtcaustralia.com.au

7 Payment of refunds

MTC Australia will pay the refund to the same person who made the payment on behalf of the learner. The payments will always be transferred to the account as provided by the learner.

Refunds will be paid within a maximum period of 30 business days.