



## INTERNATIONAL REFUND POLICY AND PROCEDURE

**Macallan College** is the trading name of Macallan College Pty Ltd  
RTO No: 41030 | ABN: 36 165 356 141 | CRICOS 03468F

**Reference:** International Refund Policy and Procedure

**Version:** v2.2

**Date:** June 2021

**Status:** Published

## Copyright

Copyright © 2021 Macallan College. All rights reserved.

## Disclaimer:

The information contained within this document is the property of Macallan College, which is confidential and protected by international copyright laws and any unauthorised use of this document or its contents may violate copyright, trademark, and other laws. No part of this document may be photocopied, reproduced or translated in any form or by any means, or stored in a retrieval system or transmitted electronically or otherwise, without the prior written consent of Macallan College

## Macallan College Campuses:

**Adelaide Campus:** Level 10, 50 Grenfell Street, Adelaide 5000 SA

**Brisbane Campus:** 151 Wellington Rd, East Brisbane 4169 QLD

**Perth Campus:** Level 3, 440 William Street, Perth 6000

**Sydney Campus:** Level 1, 11 Parkes St, Harris Park, 2150 NSW

## DOCUMENT CONTROL

### Version History

Version	Date	Details
V1	March 2019	Policy defined and outlined under new Management
V2	September 2019	Adding information of additional campus.
V2.1	November 2020	Minor Edits and update on format and designs.
V2.2	June 2021	Minor Edits and update to National Office and Brisbane Campus Addresses.

## Review Process:

This policy shall be reviewed annually in compliance with education industry standards including the National Code of Practice for Providers of Education and Training to Overseas Students 2018

**Next Review Due:** 1 June 2022.

## Contents

<b>INTERNATIONAL REFUND POLICY AND PROCEDURE .....</b>	<b>1</b>
<b>Copyright.....</b>	<b>2</b>
<b>Disclaimer: .....</b>	<b>2</b>
<b>Policy.....</b>	<b>4</b>
<b>REFUND TABLE .....</b>	<b>5</b>
<b>Provider Default .....</b>	<b>8</b>
<b>Course Cancelled: .....</b>	<b>8</b>
<b>Course Does Not Commence On Time: .....</b>	<b>8</b>
<b>Tuition Protection Service:.....</b>	<b>8</b>
<b>Unclaimed Funds .....</b>	<b>9</b>
<b>Procedure .....</b>	<b>9</b>
<b>Timelines/Requirements For Provider And Student Default .....</b>	<b>9</b>
<b>Factsheet: .....</b>	<b>10</b>

Macallan College is a trading name of Macallan College Pty Ltd

RTO No: 41030 | ABN: 36 165 356 141 | CRICOS 03468F

National Office: Level 1, 155 Wellington Rd, East Brisbane 4169 QLD

**Campus Locations**

WA: Level 3, 440 Williams Street, Perth 6000 WA - 08 6222 6647 | QLD: 151 Wellington Rd, East Brisbane 4169 QLD - 07 3124 6163

NSW: Level 1, 11 Parkes Street, Harris Park 2150 NSW - 02 8820 9990 | SA: Level 10, 50 Grenfell Street, Adelaide 5000 SA - 08 7109 1700

## Policy

This refund policy is provided in full to all students prior to any payment being made and is contained IN FULL in the *Formal Student Written Agreement / Contract*.

This Refund Policy applies to all fees paid to the College (as specified in this policy) and includes any money paid to an education agent to be remitted to the College on behalf of the College. However, **Education Agents are not authorised to collect money on behalf of the College. All fees should be paid directly to Macallan College Pty Ltd t/a Macallan College.**

*Any additional fees requested by an agent should firstly be queried directly with the College before payment.*

NOTE: Fees for additional services (not covered by the Letter of Offer or part of the written agreement with Macallan College) conducted by and paid to Education Agents by students are not covered by this Refund Policy.

### Tuition Fees:

Tuition fees are fees received by a provider (from or on behalf of an overseas student or intending overseas student) that are “directly related to the provision of a course that the provider is providing, or offering to provide, to the student”.

Tuition fees are typically compulsory fees for the delivery of the enrolled course and include items such as:

- tutorials and tutoring sessions
- lectures
- additional requisite training including practicums and practice hours
- ancillary costs for fieldwork, excursions or laboratories
- specialist materials that are mandatory and relate to the provision of the course.

### Non-Tuition Fees:

Non-tuition fees cover other items not directly related to tuition and may be compulsory or discretionary.

**The application for enrolment fee is non-refundable administration fee.**

#### Administration Fee per Campus

Brisbane	\$500.00
Perth	\$500.00
Adelaide	\$500.00
Sydney	\$200.00

Macallan College does not require the student to pay more than 50 per cent of tuition fees before a course starts, unless it is for a short course of 25 weeks or less. However, Macallan College can accept more than 50 per cent of tuition fees before a course starts if the student, or the person responsible for paying the fees, chooses to pay more.

Macallan College can request any remaining fees as per the payment plan set out in the written agreement with the student. A Fee Schedule of additional fees that may be payable during your enrolment are included in the Student Contract and available on the college website.

It is the policy of Macallan College to ensure that all applications for refund of fees are considered and calculations of refunds are kept on student files.

An application for refund of course fees must be made in writing on the *Application for Refund Form* to Macallan College stating detailed reasons for the request. Any relevant evidence should also be attached for consideration.

Refunds will be considered on a pro-rata basis for students who fall ill or are injured to the extent that they can no longer undertake the course providing, a supporting Medical Certificate is supplied to the College.

The College will notify students of the outcome of the application for refund within 20 working days of receipt of a completed and signed application for refund and applicable evidence.

**\* Note: Special consideration may be given to the refund of fees in extenuating circumstances (compassionate/compelling), following a written application to the CEO.**

<b>REFUND TABLE</b>	
<b>TYPE OF REFUND</b>	<b>CALCULATION OF REFUND</b>
<b>STUDENT DEFAULT</b> <b>Unsuccessful Visa application PRIOR TO COMMENCEMENT</b> Refer: <a href="http://www.comlaw.gov.au/Details/F2014L00907">http://www.comlaw.gov.au/Details/F2014L00907</a> for further clarification	100% refund of <i>all unused prepaid Course fees</i> (Tuition and Non-Tuition) less administration fee Provider cannot keep more than \$500 OR 5% of course fees paid whichever is the lessor amount.
<b>**Visa refused after course has commenced</b> Non-Tuition fees are not required to be refunded by the college. Application for refunds should be requested directly with the service provider.	Refund amount = weekly tuition fee × weeks in default period
Cancellation of enrolment more than 20 days prior to commencement date.	Non-Tuition fees are not required to be refunded 85% refund of Tuition Fees paid
Cancellation of enrolment less than 20 days prior to commencement date.	Non-Tuition fees are not required to be refunded 50% refund of tuition fees
<b>Cancellation of enrolment after commencement date</b> <i>except if visa is refused see above**.</i>	No refund
Visa cancelled due to actions of student e.g. Breach of the Code of Behaviour; fraudulent documents; false statements/information	No refund
<b>PROVIDER DEFAULT:</b> <b>Refunds must be paid in 14 days</b> Course cancelled by the College	Full refund of unused Tuition fees and refund of administration fee.
Provider has not entered into a compliant written agreement with the student.	Refund amount = weekly tuition fee × weeks in default period

Macallan College is a trading name of Macallan College Pty Ltd

RTO No: 41030 | ABN: 36 165 356 141 | CRICOS 03468F

National Office: Level 1, 155 Wellington Rd, East Brisbane 4169 QLD

**Campus Locations**

WA: Level 3, 440 Williams Street, Perth 6000 WA - 08 6222 6647 | QLD: 151 Wellington Rd, East Brisbane 4169 QLD - 07 3124 6163  
 NSW: Level 1, 11 Parkes Street, Harris Park 2150 NSW - 02 8820 9990 | SA: Level 10, 50 Grenfell Street, Adelaide 5000 SA - 08 7109 1700

Refunds will be paid within 4 weeks after receipt of *a written application for refund* unless stated otherwise in this policy.

Refunds will be paid directly to the person who entered into the contract with the College unless we receive signed written direction to pay someone else, from the applicant.

Refunds will be paid in Australia dollars.

All bank fees/charges incurred in issuing the refund will be deducted from the refund amount.

Students are not permitted to transfer course fees to another student.

Students are obligated to pay outstanding course fees and understand the College will not issue a release if fees are owed for the current study period. For further details, refer *Transfer between registered providers Policy*.

### 1. Visa Refusal Prior to Commencement of Study:

Macallan College policy is a full refund of unused course prepaid fees will be provided to students minus an administration fee.

In this instance, no more may be deducted from the refund than:

*As per ESOS Legislation states 5% of the amount of course fees received by the provider before the default day or \$500 whichever is the lesser amount.*

Written evidence of the visa refusal from the relevant authority is required.

Refunds for OSHC, equipment, books etc purchased from other agencies will need to be applied for directly with the supplier.

### MINIMUM REFUND CALCULATIONS AS PER ESOS (CALCULATION OF REFUND) SPECIFICATION 2014 LEGISLATION:

The refund specification legislation sets out the minimum refunds that must be paid by a registered provider under certain circumstances.

Under the legislation ESOS (Calculation of Refund) Specification 2014

<http://www.comlaw.gov.au/Details/F2014L00907> clear guidelines are provided on calculating refunds in the following circumstances.

NOTE: Fee calculations will be rounded up to whole dollar amounts.

When counting the number of calendar days from the default day to the end of the period to which payment relates, the default day is not included in the count.

**NOTE: SOME CIRCUMSTANCES ARE FOR COURSE FEES (BOTH TUITION AND NON-TUITION), AND OTHERS JUST CALCULATED ON TUITION FEES.**

### 2. Provider Default:

Method for working out amount of refund of tuition fees in event of provider default -

*Refund amount = weekly tuition fee × weeks in default period*

**New calculation under section 7 of the Education Services for Overseas Students (Calculation of Refund) Specification 2014:**

- a) Weekly tuition fee = (total tuition fee for the course / number of calendar days in the course) × 7, rounded up to the nearest whole dollar.
- b) Weeks in default period = 
$$\frac{\text{number of calendar days from the default day to the end of the period to which the payment relates}}{7}$$
- c) Refund amount = weekly tuition fee × weeks in default period

### 3. Student Default - Visa Refusal Prior to the Commencement of the Course

In this instance, no more may be deducted from the refund of course fees\* (Tuition and Non-Tuition) than: 5% of the amount of course fees\* received by the provider before the default day **or** \$500 whichever is the lessor amount.

- (2) For subsection 47E(2) of the Act, the amount of a refund is the amount of the course fees, minus the lesser of the following amounts:
- (a) 5% of the amount of course fees received by the provider in respect of the student before the default day;
- (b) \$500.
- (3) For subsection (2), the **course fees** for a course is the sum of:
- (a) the tuition fees received by the provider in respect of the student; and
- (b) the non-tuition fees (if any) received by the provider in respect of the student.

**\* Course fees** for a course is the sum of:

- (a) the tuition fees received
- (b) the non-tuition fees (if any) received

### 4. Student Defaults After Study Commences:

This section applies where a student whose visa has been refused has withdrawn from the course after it commenced, or the student has failed to pay an amount they were liable to pay the provider in order to undertake the course **and** the student has a compliant written agreement. In this instance refunds are calculated on tuition fees only. The provider is not required to refund non-tuition fees paid.

**Refund calculation under section 10 of the refund specification:**

- a) Weekly tuition fee = (total tuition fee / number of calendar days in the course) × 7
- b) Weeks in default period = 
$$\frac{\text{number of calendar days from the default day to the end of the period to which the payment relates}}{7}$$
- c) Weekly tuition fee × weeks in default period = Refund amount

#### 10 Method for working out amount of refund in event of other student default

- (1) This section applies if:
- (a) a registered provider is required to provide a refund under section 47E of the Act because of a default by a student, and
  - (b) section 8 and section 9 do not apply.

*Note* This section would apply where a student whose visa has been refused has withdrawn from the course after it commenced, or has failed to pay an amount he or she was liable to pay the provider in order to undertake the course.

- (2) For subsection 47E(2) of the Act, the amount of a refund is calculated as follows:

refund amount = weekly tuition fee × weeks in default period

Refunds are at the discretion of the Chief Executive Officer, Macallan College and may be negotiated on an individual case-by-case basis if exceptional circumstances apply as deemed by the CEO.

**Education Agents are not authorised to accept payment on Macallan College's behalf.**

**We will not issue refunds under other circumstances including but not limited to:**

- changes occur in student work hours, student changes/ leaves work
- it becomes inconvenient for a student to travel to class
- a student moves to a different location
- a student enrolment is cancelled for misbehaviour / breach of the college *Code of Behaviour*.

## Provider Default

### Course Cancelled:

A full refund of all unused tuition fees will be made if a CRICOS course is cancelled by Macallan College for any reason. In this instance a refund will be made in 2 weeks.

The student may also be refunded the administration fee in this situation only.

### Course Does Not Commence On Time:

If the course does not start on the starting date as per the Written Agreement, students will be offered a full refund of all unused pre-paid course fees by the College or placed in an alternate course **if** acceptable to the student and agreed to by the student in writing and evidence kept on the student file.

Refunds due to provider default in this instance will be paid within 14 days.

### Tuition Protection Service:

If the College is unable to provide a refund or place a student in a suitable alternate course our Tuition Protection Service (TPS) will offer students a suitable alternate place with another provider or refund the student, the unused portion of the prepaid tuition fees.



The TPS Director may recover from the college as a debt, the amount equal to the amount paid for a student under the TPS. Refer: Tuition Protection Service <https://tps.gov.au/>;  
<https://tps.gov.au/StaticContent/Get/Faqs>

## Unclaimed Funds

The college will pursue to contact students who have not requested a refund within 4 weeks of leaving the college and keep such evidence on the student file.

## Procedure

Students should not pay any course money until they have signed and lodged a formal written agreement/acceptance of offer. However, if students pay by direct payment into our bank account or another means (e.g. mail) prior to signing a formal written agreement, we cannot use the course money received. We will immediately contact the student or agent to inform the student that the payment cannot be processed (and the enrolment cannot progress) until the signed agreement is received. Macallan College will keep such evidence on the student file.

Students requesting a refund must be given a *Refund application form*. Students should also be given a copy of the Refund and Complaints and Appeals Policy and Procedure from their most current signed Contract /Formalisation of Enrolment with the college. If a signed and dated more recent version has been agreed to, this version should then be provided.

Students are to be advised to make an appointment to discuss the situation with the Compliance Manager where possible.

When students present with a refund application, receiving staff are to ensure it is complete. All evidence (e.g. medical certificates) must also be attached to the form.

Refund applications are given to the Compliance Manager for processing/calculating the refund appropriately. The Compliance Manager will consult with the CEO as necessary.

The Compliance Manager may request an interview with the student.

Applications for refunds MUST be processed completely within 4 weeks from the date of a completed-application, except for visa refusal prior to commencement OR provider default, in which case students will be refunded in 2 weeks.

Macallan College refund policy as per the student's enrolment contract applies unless a newer policy (signed, dated and agreed by student) exists, then, it is to be followed.

Students are to be notified in writing of the outcome of their refund request within 4 weeks of receipt or 2 weeks if a visa refusal prior to commencement or provider default.

### Timelines/Requirements For Provider And Student Default

- Refer Sections 46 & 47 of the *ESOS Act 2000*

#### PROVIDER DEFAULT:

Macallan College is a trading name of Macallan College Pty Ltd

RTO No: 41030 | ABN: 36 165 356 141 | CRICOS 03468F

National Office: Level 1, 155 Wellington Rd, East Brisbane 4169 QLD

#### Campus Locations

WA: Level 3, 440 Williams Street, Perth 6000 WA - 08 6222 6647 | QLD: 151 Wellington Rd, East Brisbane 4169 QLD - 07 3124 6163  
NSW: Level 1, 11 Parkes Street, Harris Park 2150 NSW - 02 8820 9990 | SA: Level 10, 50 Grenfell Street, Adelaide 5000 SA - 08 7109 1700

Macallan College must notify DET and the TPS Director within 3 business days if we default and notify students in writing.
Within 14 days either offer an alternate place at Macallan College's expense (student must accept in writing) or refund the student's unused fees
Notify DET and TPS Director of provider default outcomes within 7 days of the alternative course or provide a refund to the student/s.
If a registered provider of an alternative course offers the student a place in the course, the student may accept the offer in writing within 30 days after the end of the provider obligation period unless the period is varied by the TPS Director.
The TPS Director may recover from a provider as a debt, the amount equal to the amount paid for a student under the TPS.
<b>STUDENT DEFAULT:</b> The Macallan College written agreement /acceptance of offer must include refund requirements in the case of student default.
Macallan College must notify DET and the TPS Director of student default only if the student's visa is refused or if there is no compliant Written Agreement in place. Macallan College then has 7 days after the end of the obligation period (35 days after the default occurs) to give notice via PRISMS of the outcome of the discharge of the college's obligations. Macallan College does not report on student refunds where a compliant written agreement is in place and it is not a refund due to a visa refusal.
Macallan College must refund in 4 weeks except for student visa refusal or provider default (2 weeks).
IF Macallan College does not have a compliant written agreement, or if a student's visa is refused after commencement, refunds are calculated as per ESOS (Calculation of Refund) Specification 2014 <a href="http://www.comlaw.gov.au/Details/F2014L00907">http://www.comlaw.gov.au/Details/F2014L00907</a>
<b>REPORTING ON PRISMS (STUDENT DEFAULT):</b> The College must report changes to a student's enrolment as required by section 19 of the ESOS Act within 31 days. EXCEPT IF: The student is under 18 years of age and does not commence their course or terminates their studies, they <b>must be reported via PRISMS within 14 days</b> .

The College MUST retain records of all written agreements as well as receipts of payments made by students under the written agreement for at least 2 years after the person ceases to be an accepted student.

Students should be advised in the agreement that they are responsible for keeping a copy of the written agreement as supplied by the College and receipts of any payments of tuition or non-tuition fees.

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 Australian Consumer Law if the Australian Consumer Law applies.

Also Refer: ESOS (Calculation of Refund) Specification 2014  
<http://www.comlaw.gov.au/Details/F2014L00907>

### Factsheet:

[https://internationaleducation.gov.au/Regulatory-Information/Documents/Fact%20Sheet%20ESOS%20refund%20specification%2040714%20\(2\).pdf](https://internationaleducation.gov.au/Regulatory-Information/Documents/Fact%20Sheet%20ESOS%20refund%20specification%2040714%20(2).pdf)