
Purpose

Through this policy, Max Therapy Institute (MTI) ensures that all students are aware of the fees and charges associated with enrolment in a course and/or service with Max Therapy Institute. This policy provides the guidelines for the eligibility and assessment of refunds.

Max Therapy Institute ensures the protection of all fees and aims to provide clear and accessible information to students about fees and charges prior to and throughout their enrolment and/or other involvement with Max Therapy Institute.

This policy supports the following:

- Standard 2.1(2)(c)(iii) of the National Vocational Education and Training Regulator (Outcome Standards for NVR Registered Training Organisations) Instrument 2025 (“Outcome Standards”);
- Clause 18 of the National Vocational Education and Training Regulator (Compliance Standards for NVR Registered Training Organisations and Fit and Proper Person Requirements) Instrument 2025 (“Compliance Requirements”); and
- Standards 3.1 and 3.4 of the ESOS National Code 2018.

Policy

1. MTI ensures that VET students can easily access all fees, costs and charges associated with the provision of the training product which VET students may incur, including payment terms and conditions, any applicable refund policies and the availability of any relevant government training entitlements and subsidies.
2. Where MTI or third party receives prepaid fees from or on behalf of an individual in excess of \$1,500 in relation to the same VET course (the threshold prepaid fee amount), the college must implement the following arrangement:
 - a current membership with a tuition assurance scheme operator which, if the college is unable to provide services for which the individual has prepaid, must ensure:
 - the individual will be placed into an equivalent course at a location suitable to the individual and receive all services for which the individual has prepaid at no additional cost to the individual; or
 - if an equivalent course cannot be found – the individual will be refunded the prepaid fees which are in excess of the threshold prepaid fee amount.
3. For domestic students, MTI accepts payment of no more than \$1,500 from each individual student prior to the commencement of the course. Following course commencement, it may require payment of additional fees in advance from the student but only such that at any given time, the total amount required to be paid which is attributable to tuition or other services yet to be delivered to the student does not exceed \$1,500.
4. For international students, MTI accepts payment of more than \$1,500 from each individual student prior to the commencement of the course. The college has a current membership with the tuition assurance scheme the Tuition Protection Service (TPS). Protection of tuition fees paid in advance by student visa holders is undertaken in accordance with ESOS legislation the Education Services for Overseas Students Act and the Tuition Protection Service (TPS) framework.
5. MTI must enter into a written agreement with the student or intending student, signed or otherwise accepted by the student, concurrently with or prior to accepting payment of tuition fees or non-tuition fees. The agreement must provide information in relation to refunds of course money.
6. MTI must include in the written agreement for overseas students the following information, which is to be consistent with the requirements of the ESOS Act, in relation to refunds of tuition fees and non-tuition fees in the case of student default and provider default:
 - amounts that may or may not be repaid to the overseas student (including any tuition and non-tuition fees collected by education agents on behalf of the registered provider)
 - processes for claiming a refund
 - the specified person(s), other than the overseas student, who can receive a refund in respect of the overseas student identified in the written agreement, consistent with the ESOS Act
 - a plain English explanation of what happens in the event of a course not being delivered, including the role of the TPS.
7. This policy applies to the college's students and staff.
8. The CEO is responsible for the implementation of the policy and procedures and to ensure that students and staff are aware of its application and implement its requirements.

Fees

1. Fees may include tuition fees, non-refundable application fee, resources fee, Overseas Student Health Cover (OSHC) (for international students) and any other charges/additional fees such as re-issuance of qualification certificates/ statements of attainment.
2. Tuition fees are fees that the college receives that are directly related to provision of a course that the college is providing or offering to provide to the student.
3. All relevant fees are clearly mentioned the student's Enrolment Form and Letter of Offer and Written Agreement.
4. For domestic students, the college accepts payment of no more than \$1,500 from each individual student prior to the commencement of the course. Following course commencement, it may require payment of additional fees in advance from the student but only such that at any given time, the total amount required to be paid which is attributable to tuition or other services yet to be delivered to the student does not exceed \$1,500.
5. Prior to a student enrolling, fees may be altered without notice. Once a student has completed their enrolment, fees will not be subject to change for the normal duration of the course. If a course length is extended by the student then any fee increases will be required to be paid for the extended component of the course.
6. Terms and methods of payment
 - Fees are to be paid within (14) days of receipt of an invoice. The terms of all invoices are fourteen (14) days.
 - MTI accepts the following methods of payment: Bank cheque, credit card, telegraphic transfer or direct deposit.
7. Late payment
 - Where a student is more than forty (40) days overdue with payments, MTI reserves the right to suspend training services until payment is made to bring fees up to date.
 - Students who are experiencing difficulty in paying their fees are invited to call our office to make alternative arrangements for payment during their period of difficulty.
 - For long-term outstanding amounts, MTI utilises the services of a debt recovery agency to ensure the collection of all fees.

For International students:

1. A student can pay full fees if the student wishes to, but the student is not required to pay more than 50% of the total tuition fees up front for the course before the student commences the course that are more than 25 weeks. MTI can require 100% of the total tuition fees for short courses of 25 weeks or less.
2. Protection of tuition fees paid in advance by student visa holders is undertaken in accordance with ESOS legislation the Education Services for Overseas Students Act and the Tuition Protection Service (TPS) framework.
3. MTI implements requirements for Provider Default – Part 5, Division 1, Subdivision A of the ESOS Act 2000 (Cth).

The following steps outline the TPS process if a provider default occurs:

Step 1 – Provider default occurs

MTI defaults, in relation to an overseas student or intending overseas student and a course at a location, if:

- the college fails to start providing the course to the student at the location on the agreed starting day; or
- after the course starts but before it is completed, it ceases to be provided to the student at the location; and the student has not withdrawn from the course before the default day.

Step 2 – Notifying the ESOS Agency, the TPS Director and students

MTI must notify the ESOS Agency and the TPS Director of the default within **3 business days** of the default occurring through the RTO Manager or delegate via PRISMS. The college must also notify students in relation to whom it has defaulted.

The notices must be in writing and meet the requirements of section 46B.

Step 3 – Provider obligation period

MTI has 14 days after the day of the default (the provider obligation period) to satisfy its tuition protection obligations to the student.

Step 4 – Notification of the outcome- discharge of obligations

MTI has 7 days after the end of its obligation period to give a notice to the ESOS Agency and the TPS Director via PRISMS of the outcome of the discharge of its obligations. This notice must comply with the requirements of section 46F.

If the college does not meet its obligations affected students may be assisted by the TPS Director.

4. The college implements requirements for Student Default – Part 5, Division 2, Subdivision B of the ESOS Act.

The following Steps outline the TPS process in a case of a student default:

MTI must enter into a written agreement with each overseas student or intending overseas student that:

- sets out the refund requirements that apply if the student defaults; and
- meets any requirements set out in the National Code 2018.

Step 1 – Student default occurs

An overseas student or intending overseas student defaults, in relation to a course at a location, if:

- the course starts at the location on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or
- the student withdraws from the course at the location (either before or after the agreed starting day); or
- the college refuses to provide, or continue providing, the course to the student at the location because of one or more of the following:
 - the student failed to pay an amount payable to the provider for the course;
 - the student breached a condition of his/her student visa;
 - misbehaviour by the student (Note: the student is entitled to natural justice under subsection 47A(3)).

A student does not default for failing to start a course on the agreed starting day if he/she does not start that course because the provider defaults in relation to the course at the location.

Step 2 – Notifying the ESOS Agency and the TPS Director

To meet Tuition Protection Service (TPS) reporting obligations, providers only need to report on whether they have provided a refund to a student in two cases of student default:

- where a student's visa is refused, even if there is a compliant written agreement in place
- where there is no compliant written agreement in place.

This reporting is done by the RTO Manager or delegate via PRISMS.

Step 3 – Provider obligation period

If a student or intending student defaults the college must provide a refund in accordance with the requirements, depending on which section applies to the circumstances of the default situation.

The college will pay the refund within the period (the provider obligation period) of 15 working days after receiving a written refund application.

Step 4 – Notification of the outcome –discharge of obligations

The college has 7 days after the end of its obligation period to give a notice to the ESOS Agency and the TPS Director of the outcome of the discharge of its obligations where the provider is required to provide a refund under 47E. (i.e. where there is no written agreement in place and also in cases of visa refusal, whether there is a written agreement in place or not). This notice must comply with the requirements of section 47H.

Refunds

For International Students

1. Refund applications must be made in writing to the college. The Refund Application Form, available from the college's website <https://www.mti.vic.edu.au/forms-and-downloads/#1458753651409-94c58f7f-99a2> or the college's reception, may be used as the written application. The Fees, Charges and Refunds Policy is available on the website at <https://www.mti.vic.edu.au/forms-and-downloads/#1621404338396-4d483ef1-414a>.
2. Written applications for refunds will be accepted by email. Refunds will be made within 15 working days of receipt of a written application and will include a written notice explaining how the refund was calculated that is sent to the student's registered email address.

3. The refund if applicable will be remitted to the nominated bank accounts of the student or the nominated bank accounts of the original payer that has been authorised by the student to be able to receive a refund in respect of the overseas student identified in the written agreement, consistent with the ESOS Act.
4. A \$250 Application Fee is non-refundable under all circumstances except for visa refusal that has special conditions mentioned below.
5. Resource fees are refundable except for withdrawals on and after commencement date and in the event a student fails to commence any course on agreed start date (Non-commencement).

VISA refused	100% Refund of the paid course fees minus the lesser of the following amounts: a) 5% of the amount of course fees (tuition and non-tuition fees) received by the college in respect of the student; b) \$500 as per the Letter of Offer and Written Agreement
If a student has supplied incorrect or incomplete information and as a result the college withdraws the offer prior to commencement of the course	100% Refund of the paid course fees minus a \$250 Application Fee and a \$550 Administration Fee
Where a student has not met the conditions included in the letter of offer and withdraws between 1 – 28 days before the course commencement date	100% Refund of the paid course fees minus a \$250 Application Fee and a \$550 Administration Fee
If any of the following occurs: <ul style="list-style-type: none"> • If a student cannot commence the course because of illness or a disability. • Where there is death of a close family member of the student (parent, sibling, spouse or child). • At the discretion of the college's CEO, when other special or extenuating circumstances have prevented the student from commencing their studies including political, civil or natural events. • If an offer of a place is withdrawn by the college but this is not due to incorrect or incomplete information being provided by the student. 	100% Refund of the paid course fees minus a \$250 Application Fee and a \$550 Administration Fee
Written notice of withdrawal provided between 1 – 28 days before the course commencement date	50% of the paid course fees will be retained by the college and is payable to the college. The remaining paid tuition fee will be refunded minus a \$250 Application Fee as per the Letter of Offer and Written Agreement
Student does not commence the course on the start date for any reason and subsequently provides notice of withdrawal from the course	No Refund of the paid tuition fee for the current course. Tuition fee scheduled in the Letter of Offer and Written Agreement is payable to the college
Written notice of withdrawal after the course commencement	No Refund of the paid tuition fee for the current course. Tuition fee scheduled in the Letter of Offer and Written Agreement is payable to the college
Student breach of VISA conditions, and suspension or cancellation of enrolment by the college or the student transfers to another registered provider and has been granted release letter	No Refund of the paid tuition fee for the current course. Tuition fee scheduled in the Letter of Offer and Written Agreement is payable to the College
For onshore students, if the student visa is refused after the course commencement date	Paid tuition fee that has not been spent will be refunded. Spent tuition fee is payable to the college.
If the college is unable to deliver the course for any reasons	100% Refund of the paid tuition fee minus a \$250 Application Fee as per the Letter of Offer and Written Agreement
If the college is unable to complete the course that has been started	Paid tuition fee that has not been spent will be refunded. Spent tuition fee is payable to the college.
If student defers the course, the commencement date used for the refund policy is the commencement date in the first CoE (Confirmation of Enrolment) and the same refund policy terms in the above table apply to the student.	
If the student has submitted a signed Letter of Offer and Written Agreement and paid the tuition fees but has not collected the CoE (Confirmation of Enrolment) and has applied for a course withdrawal, the student will be considered as	

being enrolled into the course and the same refund policy terms in the above table apply to the student.
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- The college guarantees to complete the training and/or assessment once the student has commenced study in their chosen qualification or course. In the unlikely event that the college is unable to deliver your course in full, you will be offered a refund of the unspent tuition fees you have paid minus a \$250 Application Fee. The refund will be paid to you within 14 days of the default date. Alternatively, you may be offered enrolment in an alternative course that is an equivalent course at a location suitable to you and where you will receive all services for which you have prepaid by the college at no extra cost to you. You have the right to choose whether you would prefer a refund of unspent tuition fees, or to accept a place in another course. If you choose placement in another course, we will ask you to sign a document to indicate that you accept the placement. If the college is unable to provide a refund or place you in an alternative course, the Tuition Protection Service (TPS) will assist you in finding an alternative course or to get a refund of your unspent tuition fees if a suitable alternative is not found.
- Fees not listed in this refund section are not refundable.
- Prior to a student enrolling, fees may be altered without notice. Once a student has completed their enrolment, fees will not be subject to change for the normal duration of the course. If a course length is extended by the student, any fee increases will be required to be paid for the extended component of the course.

For Domestic Students

- Refund applications must be made in writing to the college. The Refund Application Form, available from the college's website at <https://www.mti.vic.edu.au/forms-and-downloads/#1458753651409-94c58f7f-99a2> or the college's reception, may be used as the written application. The Fees, Charges and Refunds Policy and Procedures is available on the website at <https://www.mti.vic.edu.au/forms-and-downloads/#1621404338396-4d483ef1-414a>.
- Written applications for refunds will be accepted by email. Refunds will be made within 15 working days of receipt of a written application and will include a written notice explaining how the refund was calculated that is sent to the student's registered email address.
- The refund if applicable will be remitted to the nominated bank accounts of the student or the nominated bank accounts that has been authorised by the student to be able to receive a refund.
- A \$250 Application Fee is non-refundable under all circumstances.
- Resource fees are refundable except for withdrawals on and after commencement date and in the event a student fails to commence any course on agreed start date.

Written Notice of withdrawal provided before a course commencement date	100% Refund of the paid course fees minus a \$250 Application Fee
Written Notice of withdrawal provided on or after a course commencement date	No Refund of the paid tuition fee for the current course.

- The college guarantees to complete the training and/or assessment once the student has commenced study in their chosen qualification or course. In the unlikely event that the college is unable to deliver your course in full, you will be offered a refund of the unspent tuition fees you have paid minus a \$250 Application Fee. The refund will be paid to you within 14 days of the default date. Alternatively, you may be offered enrolment in an alternative course that is an equivalent course at a location suitable to you and where you will receive all services for which you have prepaid by the college at no extra cost to you. You have the right to choose whether you would prefer a refund of the unspent tuition fees, or to accept a place in another course. If you choose placement in another course, we will ask you to sign a document to indicate that you accept the placement.
- Fees not listed in this refund section are not refundable.
- Prior to a student enrolling, fees may be altered without notice. Once a student has completed their enrolment, fees will not be subject to change for the normal duration of the course. If a course length is extended by the student, any fee increases will be required to be paid for the extended component of the course.

Procedures

Fee Payment

- Before commencing their course, a student must pay the relevant tuition fees stated in their Written Agreement to MTI that will be paid by bank cheque, credit card, telegraphic transfer or direct deposit into the college's designated pre-paid fees account.

Fees, Charges and Refunds Policy and Procedures

2. Payment of fees are scheduled in a letter of offer and written agreement and receipts provided to students on payment.
3. Fees paid and refunds given in are recorded in the accounting system so that each student or client's financial status is known.
4. Details of student accounts are maintained in each student's file.
5. Overseas student visa holder fees are protected by the Tuition Protection Service (TPS).
6. Students may need to pay for the following other fees and charges/additional fees.

Additional Fee Schedule	
Below is a copy of Additional fees that may apply when undertaking a course. These are current at the time of publishing this document. For the latest version of this fee schedule, please refer to our website www.mti.vic.edu.au .	
All Students	Fee
Trial Lessons for a new course	FREE
Change to Student Timetable within a Term (subject to availability)	\$50
Student Clinic Penalty Fee	\$50 per session
Re-conducting of Assessment (per case basis)	a. Cost of assessment for each theory method: \$50.00 b. Cost of assessment for each practical method: \$150.00 c. Cost of assessments on demand for each method (If approved by Course Coordinator, within 7 working days from the date of payment) - Theory - \$100.00 - Practical -\$200.00
Unit Re-enrolments (per case basis)	Re-enrolment in a Unit of Competency - \$500.00
Catch up classes/clinic - with medical certificate	FREE
Catch up classes/clinic	\$50 per class
Late Submission or Resubmission for assessments	\$50 per assessment
Late Payment of Fees	\$50 per week of late payment
Course Extension Fee	To be advised*
Refund Administration Fee – Classroom Based	\$250
Postage:	
a. within Australia	\$20
b. Overseas	\$50
Reissuing Certificates, Statement/s of Attainment or Transcripts	\$200 per copy
Issue of reference letters	\$25.00
Re-print of Receipt or reference letters	\$10.00
Assessment Re-marking Fee	\$30 per assessment
Visa and Mastercard credit card surcharge	2%

*Fees will vary course to course and can be confirmed prior to payment with Accounts.
 Students acknowledge that above fees are subject to change and that other fees not specifically listed may also be applicable.

Refunds

1. MTI guarantees to complete the training and/or assessment once the student has commenced study in their chosen qualification or course. In the unlikely event that the college is unable to deliver a course in full, students will be offered a refund of the unspent tuition fees the student has paid to date, minus a \$250 application fee for international and domestic students. The refund will be paid to the students within 14 days of the default date. Alternatively, the students may be offered enrolment in an alternative course that is an equivalent course at a location suitable to you and where you will receive all services for which you have prepaid by the college at no extra cost to the students. The students have the right to choose whether they would prefer a refund of the unspent prepaid tuition fees, or to accept a place in another course. If the students choose placement in another course, the college will ask the students to sign a new Written Agreement to indicate that they accept the placement. For international students, if the college is unable to provide a refund or place the students in an alternative course the Tuition Protection Service (TPS) will assist the students in finding an alternative course or to get a refund of their unspent tuition fees if a suitable alternative is not found.
2. Resource fees (if applicable) are refundable except for withdrawals on and after commencement date and in the event a student fails to commence any course on agreed start date (Non-commencement).

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3. Refund applications must be made in writing to the college. The Refund Application Form, available from the college's website at <https://www.mti.vic.edu.au/forms-and-downloads/#1458753651409-94c58f7f-99a2> or the college's reception, may be used as the written application.
 4. All refunds must be in accordance with ESOS legislation (for international students) and the refund agreement signed by the student and maintained in their individual student's file.
 5. Fees not listed in the refund section of the student's Written Agreement are not refundable.
 6. For the college default on the agreement refunds must be made within 14 days of the default date.
 7. For a student default on the agreement or withdrawal from the course, refunds will be made within 15 working days of written notification being the Refund Application Form received by the college.
 8. A written explanation as to how the refund was calculated and a copy of the refund agreement that was signed by the student must accompany student refunds.
 9. The CEO or a delegate will approve student refunds.
 10. Details of refunds provided will be maintained in the individual student's file.

Tuition Protection Service (TPS)

MTI is to:

1. Notify the TPS via PRISMS of additions and deletions of courses and qualifications from the college's scope of registration.
2. Notify the TPS via PRISMS of variations in fees and length of courses and qualifications.
3. Pay the annual TPS Levy when it is due.
4. If the college defaults, notify the TPS in writing via PRISMS through the RTO Manager or delegate, within **3 business days** of the default occurring and notify students in relation to whom the college has defaulted.