



# MIA Education fees, Cancellation and Refund Policy

## 1. Purpose

The purpose of the Fees, Cancellation & Refund Policy is to outline the fees, cancellation and refund procedures that relate to MIA educational courses, including Continuous Professional Development (CPD) activities delivered by the Migration Institute of Australia Limited ABN 83 003 409 390 (MIA) as an approved CPD provider.

## 2. Scope

This Policy applies to all MIA educational course applicants and attendees enrolled to undertake MIA educational courses (Candidates).

## 3. Policy Statement

The MIA is committed to ensuring MIA Educators provide MIA approved courses to the highest standards and responsibilities of professional conduct. In this regard, all MIA Educators are governed by the MIA Educator Code of Conduct that supports this Policy.

This Policy applies to all Candidates.

## 4. FEES, TERMS AND CONDITIONS OF PAYMENT

**4.1** The MIA charges fees (including GST) for participation in MIA educational courses, including webinars and face-to-face educational courses delivered by MIA Educators. All fees and charges are published in relevant marketing materials, program enrolment forms and/or on-line ([www.mia.org.au](http://www.mia.org.au)).

**4.2** Fees will be due and payable within 7 days of a tax invoice being generated on the MIA's receipt of a hard copy enrolment application or electronic enrolment application being made via the MIA's website. Fees must be paid in full within 7 days of the commencement of the course. Part-payment and credit arrangements will not be allowed as Candidate attendance is only permitted where full payment has been received by the MIA in accordance with this Policy.

**4.3** Acceptable payment methods are VISA, MASTERCARD or EFT payment to the following nominated bank account:

Bank: WBC  
BSB: 032-000  
Acct: 288530  
Acct Name: Migration Institute of Australia Limited  
**Please use Invoice # in the reference field**  
Personal or bank cheques will not be accepted.

**4.4** The MIA may supply hard copy and/or an electronic copy of training materials (such as course manuals) to Candidates. These training materials are for individual and private use only and protected by Australian copyright laws. MIA training materials cannot be copied, reproduced, adapted, sold, leased, or otherwise distributed or publicly exhibited without the express written permission of the MIA.

**4.5** The MIA reserves the right to alter any educational course program without notice; however program/s are intended to be provided as advertised.

**4.6** The content of MIA educational courses is for educational and/or ongoing professional accreditation purposes only. It is not intended as professional advice. To the extent permitted by law, the MIA expressly disclaims all liability for any loss or damage arising from reliance upon any information contained within MIA training materials or courses.

## **5. CANCELLATIONS AND REFUNDS**

### **5.1 Cancellation of an MIA course initiated by the MIA and for any reason - Face to face coursework.**

The MIA retains the right to cancel any MIA course. If a course is cancelled the MIA will immediately inform registered Candidates and issue either a refund or credit note.

Alternatively, where a comparable and suitable course is available within the MIA education course calendar, the Candidate may elect in writing to book a place in the alternative course at no additional fee, provided the Candidate has paid in full the fee for the course that has been cancelled and where the alternative course attracts the same fee.

The MIA will not accept responsibility or liability for any loss, damage, additional cost or expense (whether loss of profits, direct, indirect, consequential or special), that may arise, or which any person may incur as a result of the cancellation of the course.

### **5.2 Cancellation of an MIA Webinar initiated by the MIA and for any reason**

Due to the realities of technical disruptions and breakdowns, the MIA cannot assure the delivery of webinar content at all times. Where technical difficulties exist and a webinar is postponed, or interrupted due to unforeseeable circumstances, the MIA reserves the right to cancel and reschedule the webinar by providing at-least 14 days notice to the Candidate of the rescheduled webinar date.

Candidates unable to attend the rescheduled webinar may elect to either attend another webinar topic on offer, or to receive a full refund or credit note. Credit notes are valid for twelve (12) months from the date of issue.

### **5.3 Cancellations, substitutions and transfers by Candidates**

The MIA recognises that reasonably circumstances may arise where a Candidate is no longer available to attend a scheduled seminar, workshop, course or webinar. Provided the Candidate provides adequate prior notice at least 24 hours in advance of the scheduled event, a transfer, substitution, credit note or refund will be provided as requested by the Candidate.

#### **5.4 Grounds for Refunds (compelling circumstances)**

Refunds to Candidates who fail to attend an MIA scheduled course is entirely at the discretion of the MIA and will be considered under compelling circumstances. Refund will be assessed by the MIA's Professional Support Team Manager on a discretionary 'case by case' basis. Refunds are granted in full.

#### **5.5 Payment of Refunds**

Candidates who have been granted a refund due to compelling circumstances will receive a refund of the full purchase amount.

Refunds agreed by the MIA will only be paid to the person or body (on behalf of the Candidate) from who the original payment was received. Where payment was made by credit card, refunds can only be made to the credit card used in the original transaction.

### **6. DEFERRALS**

If a Candidate experiences Exceptional Circumstances but does not wish to cancel the module/program or educational course, they may apply to defer attendance to a later date (subject to availability of a place in a suitable educational course). The standard deferral period is a maximum of 12 months from the original course commencement date.

Any extensions to the standard deferral period outlined above will be assessed by the MIA's Education Team Lead on a case by case basis.

### **7. SUBSTITUTIONS**

The MIA recognises that circumstances may arise whereby an organisation that has made payment on behalf of the course Candidate, may wish to substitute a Candidate for attendance at a pre-paid MIA course. Substitutions may be granted provided the substitute Candidate is either a registered migration agent with a valid Migration Agent Registration Number (MARN) or a lawyer with a current practising certificate issued by the relevant State-based Law Society.

### **8. COMPLAINTS AND APPEALS**

Should a Candidate wish to appeal against a decision not to award a refund, they may do so by providing their appeal in writing to the MIA's Professional Support Team Manager to the following address:

The Professional Support Team Manager  
The Migration Institute of Australia Limited  
Level 1, 75 King Street,  
Sydney NSW 2000