



**Fees, Charges, Refunds & Protection
of Tuition Fees Policy**

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Policy Content

Aspect	Details
Regulator	Australian Skills Quality Authority (ASQA)
Standards Referenced	
Legislation / Requirements	

1. Purpose

The purpose of this policy is to ensure that all fees, charges, refunds, and tuition protection obligations are managed transparently, fairly, and in compliance with **ESOS 2025 amendments**. The policy outlines the processes for fee payments, the conditions under which refunds may be issued, and the protection of tuition fees for international students enrolled at the organisation.

2. Policy Statement

The organisation is committed to ensuring that international students understand their financial obligations before enrolling, and that they are protected in the event of course changes, cancellations, or other disruptions. The organisation complies with the **ESOS 2025 amendments** and relevant legislation, ensuring that all fees are charged fairly, refund processes are transparent, and tuition fees are protected in accordance with the Tuition Protection Service (TPS).

3. Objectives

- **To provide clarity** on the fees and charges associated with enrolment at the organisation.
- **To ensure transparency** in the refund process and clearly outline the conditions under which refunds will be provided.
- **To comply with ESOS 2025 regulations** regarding tuition protection for international students.
- **To protect students' tuition fees** in the event of course cancellation, provider default, or other disruptions that affect course delivery.

- **To outline responsibilities and procedures** for managing fee payments, refunds, and tuition protection for international students.

4. Scope

This policy applies to all international students enrolled in CRICOS-registered courses at the organisation. It covers:

- **Tuition Fees:** Fees charged for course enrolment.
- **Additional Charges:** Any additional fees, including administration, materials, or resources.
- **Refunds:** Conditions under which tuition refunds will be provided.
- **Tuition Protection:** The mechanisms in place to ensure that students' tuition fees are protected.

5. Procedures

Fees and Charges

Fee Structure:

The organisation will provide a comprehensive breakdown of all tuition fees and additional charges to students before they enrol. This ensures that students are fully aware of the costs they are committing to and helps maintain transparency in the enrolment process, as required by the **ESOS 2025 amendments** (specifically, sections related to tuition fees and student financial transparency).

- **Tuition Fees:** The fees for each course, including the full duration, will be clearly outlined in the written agreement as per the **ESOS 2025 (Amendments to the Education Services for Overseas Students Act 2000, Section 15)**, ensuring that there is no ambiguity about the total costs for the student. This regulation stipulates that all institutions must provide clear, up-front tuition fees in any written agreements with students.
- **Non-refundable Charges:** Any non-refundable charges, such as administrative fees, resource fees (e.g., for textbooks or equipment), or application fees, will be disclosed upfront in the agreement. Students will be informed that these fees cannot be refunded, in accordance with **ESOS 2025 regulations (Section 47D)**, which requires education providers to outline fees and charges and ensure that students are aware of all non-refundable charges.
- **Compliance with ESOS 2025:** The organisation will ensure that its fee structure complies with the **ESOS 2025 amendments**, particularly Section 47F, which mandates that institutions provide a full and transparent breakdown of fees in

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written agreements to avoid confusion or misrepresentation of financial obligations.

- **Payment Terms and Deadlines:** Payment schedules will be clearly communicated, including any deadlines for payment. Students will be advised when payments are due for each study period (e.g., semester or term). Payment instructions will be specified clearly, including late payment penalties if applicable, to maintain transparency in the process, in line with **Section 47E of the ESOS 2025 amendments**, which requires clear communication on payment schedules and penalties for late payments.

Payment Methods:

The organisation will provide multiple payment options to accommodate students' preferences and make the payment process as accessible as possible.

- **Available Payment Options:** The options may include bank transfers, credit card payments, or online payment systems. This flexibility ensures that students can choose the method that works best for them, considering international students' diverse financial situations, as per the **ESOS 2025 amendments (Section 47G)**, which allows for flexibility in payment methods to accommodate international students' needs.
- **Clear Payment Instructions:** Students will receive clear and concise instructions on how to make payments, which payment methods are accepted, and the payment deadlines. Any penalties associated with late payments, including additional charges or restrictions on enrolment, will be explicitly outlined in the agreement, in compliance with the **ESOS 2025 amendments (Section 47H)**, which requires clear communication of terms and conditions surrounding payments and penalties.
- **Compliance with ESOS 2025:** The organisation will ensure that all payment processes adhere to the **ESOS 2025 (Section 47I)**, which mandates the transparent communication of payment deadlines and methods and provides guidelines for education providers to follow in respect to late payment penalties.

5.2. Refund Policy

Conditions for Refunds:

The organisation's refund policy is designed to align with the **ESOS 2025 amendments** and to ensure fair and transparent treatment of international students in the event of course cancellations, withdrawals, or changes. The refund policy will be communicated to students before or at the time of enrolment, and it must meet the requirements outlined in the **ESOS 2025 amendments (Section 47D)**. The following outlines the circumstances under which a refund may be issued:

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Provider Default:

As per the **ESOS 2025 amendments (Section 47C)**, if the organisation is unable to deliver a course as promised in the written agreement, or if the course is cancelled by the organisation due to unforeseen circumstances or operational issues, the student is entitled to a **full refund** of all tuition fees paid.

- **Course Cancellations or Disruptions:** If the organisation is unable to provide the course within the stipulated time frame or if the course is cancelled, students will be refunded the entire tuition amount.
- **Non-Compliance or Operational Failures:** If the organisation fails to meet any of the specified conditions outlined in the written agreement, such as inadequate course delivery or misrepresentation of course content, the organisation will also offer a full refund to the affected students.

Student Default:

In situations where the student initiates a withdrawal, the refund policy will vary depending on when the withdrawal occurs:

- **Withdrawal Before Course Commencement:** If a student withdraws from the course before the start date, the student will be eligible for a **full refund minus a non-refundable administration fee**, which will be clearly outlined in the written agreement, as required by **Section 47A of the ESOS 2025 amendments**.
- **Withdrawal After Course Commencement:** If a student withdraws after the course has already commenced, the student will be eligible for a **partial refund**. The amount refunded will depend on the proportion of the course that has been completed and whether there are any non-refundable charges (e.g., registration or material fees), as outlined in the **ESOS 2025 amendments (Section 47D)**.

Visa Refusal:

In the case where a student's visa application is denied before the course commences, the student is entitled to a **full refund** of tuition fees paid, minus a non-refundable administration fee. This ensures compliance with the **ESOS 2025 amendments (Section 47F)**, which specify that students must be refunded in case of visa refusal before the course begins.

Course Changes:

If the organisation significantly alters the course offering, such as changes to course content, structure, or delivery mode, the student will be offered:

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- **Refund or Alternative Course:** The student can either receive a refund for any prepaid fees or transfer to a different course or provider, depending on the student's preference and the availability of other options.

This policy ensures compliance with the **ESOS 2025 amendments (Section 47G)**, which require institutions to provide students with fair options for course continuation or refunds in case of significant changes.

Refund Requests:

- **Written Request for Refund:** To initiate a refund, students must submit a written request to the organisation, clearly stating the reason for the refund and providing any necessary supporting documentation (e.g., visa refusal letter, evidence of course changes).
- **Processing Time:** Refund requests will be processed within **28 days** from the date of receipt of the request, in compliance with **Section 47H** of the **ESOS 2025 amendments**, which specifies a 28-day period for processing refunds following a valid request.

Refund Processing:

- **Payment Method:** Refunds will be issued through the same payment method used by the student (e.g., bank transfer, credit card), unless otherwise agreed upon by both parties.
- **Compliance:** The Compliance Officer will ensure that all refund requests are handled in a fair and transparent manner in compliance with the organisation's refund policy and ESOS 2025 amendments.

5.3. Tuition Protection

Tuition Protection Service (TPS):

The Tuition Protection Service (TPS) is designed to safeguard international students in the event that their education provider is unable to deliver the course as promised or in the event of provider closure. This service ensures that students are protected financially and academically, in line with the **ESOS 2025 amendments**.

Provider Default:

In the case of provider default, where the organisation is unable to deliver the course as per the written agreement (e.g., closure of the institution, financial failure, or course cancellation), the Compliance Officer will ensure that affected students are immediately informed of their rights and options under the **Tuition Protection Service (TPS)**.

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- **Transfer to Another CRICOS Provider:** Students will be given the opportunity to transfer to another CRICOS-registered provider who offers an equivalent course, allowing them to continue their studies without disruption.
- **Refund of Unused Tuition Fees:** If the transfer option is not suitable or available, students will be entitled to a full refund of any unused tuition fees for the portion of the course that was not delivered.
- **TPS Coordination:** The Compliance Officer will coordinate with TPS to facilitate the refund or transfer process, ensuring that students are informed and supported throughout the transition.

Student Default:

If the student defaults by withdrawing from the course or violating the terms of their enrolment (e.g., non-compliance with visa conditions, academic non-performance), the organisation will follow the procedures outlined in the written agreement, ensuring compliance with **ESOS 2025 amendments** regarding student refunds and fee protection.

- **Tuition Protection under Student Default:** The student will have access to the **Tuition Protection Service (TPS)** if they default by withdrawing before the course commences or if the provider is unable to fulfil the course delivery.
- **Referral to TPS:** In cases where the student withdraws and requests a refund, the organisation will advise them about their eligibility for TPS protection, ensuring they are fully informed of their options under the scheme.

Provider Responsibility for Tuition Fees:

- **Tuition Fee Protection:** The organisation will ensure that all tuition fees paid by the students are protected under the **Tuition Protection Service (TPS)**. In case of any financial instability or course delivery issues, students will have recourse to TPS, ensuring they are either transferred to a suitable course provider or refunded for the unused portion of their fees.
- The organisation will adhere to the **ESOS 2025 amendments (Section 47A-47G)** regarding tuition protection, ensuring that it operates transparently and in the best interests of students in the event of provider or student default.

Action by the Compliance Officer:

- **Initiating TPS Process:** If a provider default occurs, the Compliance Officer will immediately inform the relevant regulatory authorities (e.g., ASQA, Department of Home Affairs, ESOS agencies) and notify the students of their rights under the **Tuition Protection Service**.

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- **Monitoring the Process:** The Compliance Officer will coordinate with TPS to ensure that students receive their transfer or refund in a timely manner, following all relevant guidelines and regulations.
- **Communication with Students:** Throughout the process, the Compliance Officer will maintain clear and ongoing communication with affected students to ensure they are aware of their rights, options, and the steps involved in securing a transfer or refund.

5.4. Student Default

Student Default:

Student default refers to situations where a student withdraws from a course before it commences or during the course, or when they fail to comply with the terms and conditions outlined in their written agreement. Under the **ESOS 2025 amendments**, the organisation has specific obligations to manage the consequences of student default, ensuring compliance with the relevant regulations.

Conditions for Student Default:

1. Withdrawal Before Course Commencement:

- If a student withdraws from the course before the course start date, the organisation will assess whether the student is entitled to a refund based on the terms outlined in the written agreement.

2. Withdrawal After Course Commencement:

- If the student withdraws after the course has commenced, a partial refund will be issued, considering the portion of the course already completed.
- The organisation will also assess the student's compliance with their visa requirements, and the student will be advised on the potential impact of withdrawal on their student visa status.

3. Failure to Meet Visa or Academic Conditions:

- If a student defaults by breaching visa conditions (e.g., failing to attend classes, not meeting academic progress requirements), the organisation may cancel the student's enrolment.
- The student will be informed of the consequences of non-compliance, including the impact on their visa status and any steps required to rectify the situation.

Refund Process for Student Default:

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In accordance with **ESOS 2025 amendments**, the following refund procedures will apply in the event of student default:

1. Request for Refund:

- Students must submit a formal written request for a refund, including the reason for their withdrawal or non-compliance.

2. Assessment of Refund:

- The Compliance Officer will assess the student's eligibility for a refund according to the terms outlined in the written agreement and the **ESOS 2025 amendments**.
- Refunds for students withdrawing before course commencement will generally be processed according to the cancellation policy, with deductions for administrative fees.
- For students withdrawing after course commencement, the refund will be proportional to the portion of the course not delivered, as per the terms in the agreement.

3. Refund Processing:

- Refunds will be processed through the same payment method used by the student unless otherwise agreed.
- The refund process will be completed within 28 days of receiving the request, as stipulated by **ESOS 2025 regulations**.

4. Record Keeping:

- All records of student defaults, refund requests, and the outcomes will be documented and retained as per **ESOS 2025 requirements**, ensuring compliance and transparency in the process.

Visa Implications for Student Default:

The student default may have significant implications on their visa status. If a student withdraws or is terminated from the course due to non-compliance with visa conditions, the Compliance Officer will:

- **Notify the Department of Home Affairs:** The student's visa status will be updated, and the Department of Home Affairs will be informed about the change in the student's enrolment status.
- **Advise the Student:** The student will be notified of the potential impact on their visa and advised on the steps they need to take to rectify the situation, including possible visa cancellation or application for a new visa.

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Reporting and Compliance:

As part of the student default process:

1. Reporting to Regulatory Authorities:

- The Compliance Officer will report any student default, including non-compliance with visa conditions or academic progress, to the relevant regulatory authorities (e.g., ASQA, Department of Home Affairs, ESOS agencies).
- This ensures that the organisation remains compliant with **ESOS 2025 amendments**, particularly regarding accurate reporting and student welfare.

2. Regulatory Compliance:

- The organisation will ensure that all student defaults, and their corresponding actions, are compliant with **ESOS 2025** and the **National Code 2018**. This includes the proper reporting of defaults to the Department of Home Affairs and ensuring students are informed about their rights to appeal decisions.

Non-Compliance and Consequences:

If a student continues to fail to meet course requirements or visa conditions after intervention:

- The student may face further actions, including academic probation, additional support measures, or enrolment cancellation.
- If enrolment is cancelled due to non-compliance, the organisation will follow the appropriate processes for reporting to regulatory bodies, including potential visa implications for the student under the **ESOS 2025 amendments**.

Roles and Responsibilities

Role	Responsibility
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Compliance Officer	<ul style="list-style-type: none"> - Oversee the student enrolment process and ensure compliance with ESOS 2025 amendments. - Ensure accurate record-keeping of written agreements and other enrolment-related documentation. - Ensure all students sign the written agreement before or at the time of enrolment. - Provide students with clear and accurate information about the refund policy, student rights, and obligations. - Report enrolment data to relevant regulatory bodies (e.g., ASQA, Department of Home Affairs).
Student Services Team	<ul style="list-style-type: none"> - Assist students with any enrolment-related questions and concerns. - Ensure students understand their rights and responsibilities under the written agreement. - Provide support for students requesting refunds or transfers.
Administration Team	<ul style="list-style-type: none"> - Maintain accurate and up-to-date enrolment records. - Ensure that all enrolment-related documentation is stored securely.
Senior Management	<ul style="list-style-type: none"> - Ensure compliance with ESOS 2025 requirements and approve the enrolment processes.

Confidentiality

- **Confidential Handling of Student Information:** All student enrolment data, written agreements, and related documentation are confidential. The organisation will adhere to the **Australian Privacy Principles (APPs)** and **ESOS 2025 amendments** to ensure that students' personal and academic information is not disclosed without the student's consent, except as required by law.
- **Access Control:** Access to sensitive student information is restricted to authorised personnel only. Only the Compliance Officer and designated staff members will have access to the necessary enrolment records.
- **Data Security:** The organisation will use secure systems to store and process enrolment records, including encrypted digital storage and physical security measures for paper records.

Continuous Improvement

- **Feedback Mechanism:** The organisation will establish a mechanism to gather feedback from students, staff, and industry partners about the enrolment process, written agreements, and related policies. This will help identify areas for improvement in the enrolment procedure and policy.
- **Annual Review of Processes:** The organisation will conduct an annual review of the enrolment and written agreement process to ensure that it continues to comply with **ESOS 2025 amendments** and best practices. Changes in regulatory requirements will be incorporated promptly into policies and procedures.
- **Staff Training:** The organisation will implement ongoing training for all relevant staff (administration, compliance, and student services) to ensure they are knowledgeable about the latest updates in **ESOS 2025 regulations** and how to handle enrolments in compliance with these requirements.

Retention of Records

- **Retention Period:** All records related to student enrolment, written agreements, and refunds will be retained for a minimum of **five years**, in compliance with **ESOS 2025 amendments** and Australian Privacy Principles (APPs). This includes:
 - Signed written agreements
 - Refund request records
 - Transfer and cancellation documentation
 - Course progression records
- **Record Storage:** Student records will be stored securely in digital systems with encrypted access and physical storage in a secure, restricted-access environment. These records will be made available for audit by regulatory bodies or as required by law.
- **Regular Audits:** The Compliance Officer will ensure that all enrolment records are audited regularly to ensure compliance with **ESOS 2025 amendments**. The audit process will verify that records are accurate, complete, and retained according to the regulatory requirements.
- **Destruction of Records:** Once the required retention period has passed, records will be securely destroyed in compliance with organisational policies and the ESOS 2025 guidelines. Digital records will be permanently deleted, and physical documents will be shredded.

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