



FEES MANAGEMENT & REFUND POLICY AND PROCEDURE

1. PURPOSE

The purpose of this policy and procedure is to specify how RTOName (the College) manages the collection and processing of student fees and requests for refund of fees in accord with the ESOS Act and associated instruments, the National Code 2018 and the Outcome Standards for RTOs 2025.

2. POLICY

The College charges fees for services provided to students undertaking training and assessment that leads to a nationally recognised qualification. This Policy sets out the expectations and requirements of the College in the administration of student tuition fees, non-tuition fees and refunds, in accordance with relevant legislation and regulations.

The College is transparent in the information provided to students regarding the fees it charges for its services and the provision of refunds. The information is accurate, comprehensive, easily accessible, written in plain English and ensures all students are treated fairly and equally. All matters relating to student refunds are addressed in a timely manner.

Fee Items

The College charges fees for the following:

- Enrolment fee (typically non-refundable, for all circumstances)
- Administration fee
- Tuition
- Materials Fee
- Re-assessment
- Recognition of Prior Learning assessment fee/Credit Transfer fee
- Re-issuing certification
- Accommodation placement fees
- Guardian Fee
- Airport pick up
- Late Payment fees
- Change of Confirmation of Enrolment (CoE)
- Deferral Fee
- Change of course
- Re-issue Student ID
- Re-issue Certificate, Transcript or Statement of Attainment



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The amount charged for each item above is published in the Schedule of Fees and Charges.

The College reserves the right to change its fees, conditions, course commencement dates and course structure. Changes to tuition fees will not apply for the period of time for which the student has paid and or has already commenced their course. Fees may increase annually.

Definitions

Term	Definition
Course Money	The total amount of fees received by the provider in respect of an overseas student or intending overseas student, including both tuition fees and non-tuition fees (e.g., materials, OSHC)
Tuition Fees	Fees directly related to the provision of a course that the provider is providing or offering to provide to an overseas student. These include compulsory fees for lectures, tutorials, practical sessions, fieldwork, assessments, and mandatory materials.
Non-Tuition Fees	Fees not directly related to the provision of a course, including enrolment fees, accommodation placement, airport pickup, OSHC, materials, late payment penalties, and other administrative charges.
Default	A default occurs when either the student (student default) or the provider (provider default) fails to commence or complete the course as agreed. Defaults are defined in sections 46A and 47A of the ESOS Act.
Provider Default	A situation where the provider fails to start or deliver a course or ceases to offer the course before it is completed, as defined in section 46A of the ESOS Act.
Student Default	A situation where a student does not commence a course, withdraws from a course, fails to pay required fees, breaches visa conditions, or engages in misbehaviour, as defined in section 47A of the ESOS Act.
Refund	A repayment to a student (or other authorised recipient) of all or part of the course money in accordance with the ESOS Act, the National Code, and a compliant written agreement.
Refund Specification	The Education Services for Overseas Students (Calculation of Refund) Instrument 2024, a legislative instrument under s.47E(4) and s.46D(7) of the ESOS Act which sets out how refunds must be calculated in certain default situations.
Weekly Tuition Fee	The weekly amount calculated by dividing the total tuition fees for the course by the number of calendar days in the course and multiplying



	by seven. Rounded up to the nearest dollar, as prescribed in the Refund Instrument.
Weeks in Default Period	The number of calendar days from the default day to the end of the relevant period to which the tuition payment relates, divided by seven and rounded up to the nearest whole number.
TPS (Tuition Protection Service)	A government initiative that protects the tuition fees of overseas students by ensuring placement in an alternative course or refund of unspent tuition fees in the event of provider default.
Protected Amount	The total amount of pre-paid tuition fees that a provider must keep in a separate account under section 29 of the ESOS Act to ensure refund obligations can be met.
Written Agreement	A formal document between a provider and an overseas student that outlines all course-related fees, refund arrangements, and other conditions of enrolment, as required by section 47B of the ESOS Act and Standard 3 of the National Code.
PRISMS	The Provider Registration and International Student Management System, used to issue CoEs and report student enrolment, visa, and refund outcomes as required under the ESOS Act.

3. RESPONSIBILITY

CEO/RTO Management:

- Establishing and approving the Fees Management And Refund Policy.
- Ensuring the policy complies with regulatory requirements and guidelines.
- Communicating the policy to staff, students, and other stakeholders.
- Regularly reviewing and updating the policy as needed.

Accounts:

- Implementing the fees management system.
- Processing fees payments and refunds according to the policy.
- Maintaining accurate financial records.
- Providing financial reports and audits as required.

Student Services/Admissions Team:

- Informing prospective and current students about the Fees Management And Refund Policy.
- Ensuring students understand their financial obligations and rights.
- Assisting students with queries related to fees and refunds.
- Facilitating the refund process for eligible students.

Compliance Officer:

- Monitoring compliance with the Fees Management And Refund Policy.
- Ensuring adherence to relevant regulatory standards and guidelines.



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RTO No. 41102 | CRICOS Provider Code: 03538G

- Addressing any non-compliance issues.

Students:

- Understanding and agreeing to the Fees Management And Refund Policy before enrolment.
- Promptly paying fees as required.
- Notifying the College in case of any changes in their circumstances that may affect their fees or eligibility for a refund.

4. REQUIREMENTS

The College must in accord with the Standards for RTOs, the National Code, the ESOS Act and associated instruments and the National Code undertake the following activities in relation to the payment of tuition fees and the provision of refunds.

Outcome Standards for RTOs 2025**Standard 2.1 – Information**

The RTO demonstrates the following information is easily accessible by VET students -

- (2)(c)(iii) 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; and
- (2)(d)(ii) all fees, costs and charges which the VET student will be required to pay;
- (2)(d)(iii) any obligations or liabilities which may be imposed by the organisation or third parties on the VET student.

National Code (NC) 2018

2.1 - Prior to accepting an overseas student or intending overseas student for enrolment in a course, the registered provider must make comprehensive, current and plain English information available to the overseas student or intending overseas student on:

2.1.7 - indicative tuition and non-tuition fees, including advice on the potential for changes to fees over the duration of a course, and the registered provider's cancellation and refund policies

NC 3.1 - The registered provider must enter into a written agreement with the overseas student or intending overseas student, signed or otherwise accepted by the student, concurrently with or prior to accepting payment of tuition fees or non-tuition fees. A written agreement may take any form provided it meets the requirements of the ESOS Act and the National Code.

NC 3.3 - In addition to all requirements in the ESOS Act, the written agreement must, in plain English:

3.3.4 - list all tuition fees payable by the student for the course, the periods to which those tuition fees relate and payment options (including, if permitted under the ESOS Act, that



the student may choose to pay more than 50 per cent of their tuition fees before their course commences)

3.3.5 - provide details of any non-tuition fees the student may incur, including as a result of having their study outcomes reassessed, deferral of study, fees for late payment of tuition fees, or other circumstances in which additional fees may apply

3.3.8 - state that the student is responsible for keeping a copy of the written agreement as supplied by the registered provider and receipts of any payments of tuition fees or non-tuition fees

NC 3.4 - The registered provider must include in the written agreement 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:

3.4.1 - 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)

3.4.2 - processes for claiming a refund

3.4.3 - 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

3.4.4 - a plain English explanation of what happens in the event of a course not being delivered, including the role of the TPS

3.4.5 - a statement that “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 the *Australian Consumer Law* if the *Australian Consumer Law* applies”.

NC 3.6 - The registered provider 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.

ESOS Act 2000

Section 29 (3) of the ESOS Act

This section stipulates that as a requirement of registration all ESOS providers must maintain, at all times, a sufficient amount (the protected amount) standing to the credit of the account to repay all tuition fees to every overseas student or intending overseas student

Sections 46 and 47

Where a registered provider has defaulted in providing a course to a student (failed to start or finish providing a course to a student, as set out in section 46A of the ESOS Act), section 46D of the ESOS Act requires the provider to either provide the student with an alternative acceptable course, or pay a refund of unspent tuition fees for the course. Subsection 46D(6) of the ESOS Act provides that where a refund is payable, the refund amount is calculated in



accordance with the method specified in a legislative instrument made under subsection 46D(7). The Instrument specifies the method for calculating a refund in those circumstances.

Under section 47B of the ESOS Act, providers are required to enter into written agreements with each international student, setting out the refund requirements if the student defaults. Section 47D of the ESOS Act generally requires providers to pay refunds to defaulting overseas students or intending overseas students in accordance with the written agreement. However, section 47D(5) and subparagraph 47E(1)(b)(i) of the ESOS Act set out exceptions to this general requirement where the student has been refused a student visa or where a provider has not entered into an agreement with a student that meets the requirements of section 47B of the ESOS Act. In these instances, the provider must pay the student a refund under section 47E of the ESOS Act, calculated in accordance with the method specified in the legislative instrument made under subsection 47E(4). The Instrument outlines the method to be used for calculating those refund amounts

Education Services for Overseas Students (Calculation of Refund) Instrument 2024, a legislative instrument under s.47E(4) and s.46D(7) of the ESOS Act which sets out how refunds must be calculated in certain default situations.

5. SCOPE

This document applies to all staff and students in the College and covers the management of fees and the refunds process for all fees payable for training services provided within the College's scope of registration, in accordance with Outcome Standards for RTOs 2025, the ESOS Act 2000 and the National Code 2018.

6. PROCEDURE

It sets out guidance to staff and students regarding:

- a. fees that must be paid to the College;
- b. payment terms and conditions, including deposits and refunds;
- c. a student's rights as a consumer, including any statutory cooling-off period, if one applies;
- d. a student's right to obtain a refund for services not provided by the College in the event the arrangement is terminated early; or the College fails to provide the services.

1. Fee Payment and Collection

Procedure

Upon enrolment, students are given the option to pay their tuition fees in full or via an agreed instalment plan. In alignment with ESOS Act requirements, no more than 50% of the total course fee is required upfront if the course duration exceeds 25 weeks. A minimum initial



payment is required to secure the student's enrolment. Accepted payment methods include electronic bank transfer, EFTPOS, and credit card. Education agents are authorised to accept fees on behalf of the College. Students are required to adhere to the payment schedule outlined in their Letter of Offer.

Procedure Summary Table – Fee Payment and Collection

Procedure Step	Responsible Person	Timing/Trigger	Action Required	Recordkeeping
Provide payment options	Admin Staff	Prior to enrolment	Offer full payment or instalment plan; outline minimum deposit	Letter of Offer, Student Written Agreement
Collect initial deposit	Admin Staff	Upon enrolment	Process payment through approved methods	Payment receipt
Enforce instalment plan	Student	As per Letter of Offer	Make payments in accordance with the agreed schedule	Payment plan record
Accept payment	Admin Staff	Upon payment	Confirm payment via approved method.	Receipt log

2. Refunds and Withdrawal

Procedure

Students may be eligible for a refund in a variety of scenarios. A full refund applies in the case of visa refusal, minus the \$250 administration fee, provided documents were not fraudulent.

Refund eligibility is clearly outlined in the Refund Table. If a student withdraws after the cooling-off period, excluding for visa refusal, the refund amount depends on the timing of their notification relative to the course start date.

Procedure Summary Table – Refunds and Withdrawal

Scenario	Eligibility	Refund Amount	Notes
Visa refused (genuine case) offshore	Visa refusal notice received	100% of course money received minus \$250 administration fee.	



Visa refused due to fraud/forged documentation	Determined by Home Affairs or College	No refund	
Withdrawal $\geq$ 28 days before course commencement. Not related to visa refusal.	Written notice received	70% of tuition fees received	Enrolment fee is non-refundable
Withdrawal $<$ 28 days before course commencement. Not related to visa refusal.	Written notice received	50% of tuition fees received	Enrolment fee is non-refundable
Withdrawal after course commencement. Not related to visa refusal.	Any student	No refund	

3. Deferment and Change Requests

Procedure

If a student seeks to defer their course start date, the College may grant the request with an associated change fee. If the deferred student later cancels, the same refund rules apply based on the new start date. Students may also request to change to another course, which must be submitted in writing and is subject to an administration fee. (See Student Deferment, Suspension & Cancellation of Study Policy & Procedure for further information)

Procedure Summary Table – Deferrals and Course Changes

Procedure Step	Responsible Person	Timing/Trigger	Action Required	Recordkeeping
Request course deferment	Student	Before course start	Submit written request, pay change fee	Deferment request
Deferment cancellation $\geq$ 28 days. Not related to visa refusal.	Student	Before new start date	Eligible for 70% refund of tuition fees received	Withdrawal request
Deferment cancellation $<$ 28 days. Not	Student	Before new start date	Eligible for 50% refund of tuition fees received	Withdrawal request



related to visa refusal.				
Change course request	Student	After commencement	Submit request in writing; pay administration fee	Change of Course form, updated agreement

4. Transfers and Cancellations Procedure

Students may apply to transfer their enrolment to another registered provider. This request must be made in writing and all outstanding fees must be paid prior to the release being granted. Transfers do not entitle the student to a refund. (See the Transfer Between Registered Providers Policy & Procedure for further information.)

If the College is unable to deliver the enrolled course, provider default, the student will be offered a suitable alternative or provided with 100% of course money received minus the \$250 administration fee with a refund paid within 20 days.

Procedure Summary Table – Transfers and Course Cancellation

Procedure Step	Responsible Person	Timing/Trigger	Action Required	Recordkeeping
Student transfer request	Student	During enrolment	Submit request in writing; pay all outstanding fees	Transfer request, payment record
College course cancellation	College	Course no longer available	Offer suitable replacement or issue refund of unused fees within 28 days	Notification record, refund record

5. Fee Protection and Outstanding Debts Procedure

To comply with the ESOS Act, the College deposits all pre-paid tuition fees into a protected account within five business days of receipt. These funds are not accessed until the student commences their course. Additionally, the College participates in the Tuition Protection Service (TPS) to ensure student funds are safeguarded. In cases of unpaid fees, late payment



penalties apply, and ongoing debts may result in enrolment cancellation, referral to debt recovery, and withholding of testamurs.

Procedure Summary Table – Fee Protection and Debts

Procedure Step	Responsible Person	Timing/Trigger	Action Required	Recordkeeping
Deposit fees into protected account	Finance Officer	Within 5 business days of receipt	Transfer tuition fees into designated account under s29(2) of the ESOS Act	Bank record, protected account log
Restrict access to protected funds	Finance Officer	Until student commencement	Ensure funds not used for operations or debt repayment	Audit log
Respond to unpaid fees	Finance Officer	After missed payment deadline	Apply late fee; notify student of cancellation risk	Payment notices, student records
Enrolment cancellation due to unpaid fees	CEO	After 20 working days and with no appeal	Cancel enrolment; notify PRISMS and advise student to contact Home Affairs	PRISMS notification, appeal log
Recover unpaid debts	Accounts / Legal	Following cancellation	Initiate legal recovery of outstanding fees	Local Court documents, recovery log
Withhold testamur	Admin Team	Upon course completion with unpaid fees	Prevent release until all fees paid	Graduate file record

Refunds

The College considers refund requests in accordance with the conditions set out in the Student Written Agreement and in compliance with the ESOS Act and Tuition Protection Service (TPS) provisions. Refunds are only paid in Australian Dollars and processed within four weeks of



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receiving a written and completed refund claim, where required, from the student using the approved Fee Refund Form.

Where Overseas Student Health Cover (OSHC) has not yet been activated or expended, the College will include it in the refund of course money. If OSHC has already been paid to the third-party insurer, the student will be advised to seek a refund directly from the OSHC provider in accordance with that provider's refund policy.

Link Between Written Agreements and Refund Compliance

The College recognises that a compliant written agreement is fundamental to meeting its legal obligations under the ESOS Act, including the calculation and provision of refunds. In accordance with section 47B of the ESOS Act and Standard 3 of the National Code 2018, a written agreement must be signed or formally accepted by the overseas student before any tuition or non-tuition fees are received.

This agreement must set out, in plain English, the total course money payable, payment terms, and the provider's refund policy, including the method for calculating refunds in the event of visa refusal, student default, or provider default. Without a valid and compliant written agreement in place at the time of receiving course money, the College is legally required to refund all course money paid by the student, regardless of services already provided and without the student needing to apply in writing.

To avoid regulatory non-compliance and to protect both students and the College, all staff must ensure that no payments are accepted prior to the execution of a compliant written agreement and that all refund information issued to students is consistent with legislative requirements, including the 2024 Refund Instrument.

The following information is provided on the basis that the student has signed a compliant Written Agreement.

Refund Applications

All applications for refund must be made by the student in writing using the Fee Refund Form and submitted to the Student Services Officer. Forms may be obtained from Reception or downloaded from the website. All applications for refund shall be determined within 10 working days. If the refund request complies with the refund conditions stated in Fees Management & Refund Policy, the refunds will be processed within 4 weeks.

Refunds will be paid directly to the student unless the written agreement explicitly specifies another authorised party, and evidence of this authorisation has been provided to the College.



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Payment to third parties such as agents is not permitted unless such written consent is documented in the agreement and retained on file.

The College will not compensate students for any exchange rate differences or transfer costs that have occurred when undertaking foreign currency exchange.

Refunds for student visa refusals will be calculated in accordance with the Education Services for Overseas Students (Calculation of Refund) Instrument 2024, as required by s.47E(2) of the ESOS Act.

In accordance with sections 46F and 47H of the ESOS Act, the College will notify the Secretary and the TPS Director via PRISMS within 7 days after the refund obligation period has ended. This notification will detail whether the refund obligation has been discharged and, if so, to whom and how much was refunded.

Full Refund

The College will provide a full refund of any course money paid, minus the \$250 administration fee, if:

- the student is unable to obtain a student visa; note that a refund based on visa rejection will require a copy of the notification from the Australian High Commission.
- political or civil unrest or natural disasters prevent the student leaving their home country or paying fees;
- the student is unable to commence their course because of a serious and prolonged illness, disability or death of a parent, sibling, spouse or child;
- the offer of a place is withdrawn;
- the course which was applied for is no longer offered; or
- we refuse to enrol the student in a course.

Provider Default - Cancellation and Refund Conditions

If the College defaults, that is, if the course does not start on the agreed starting date or location or the course ceases to be provided before it is completed, the College will make every effort to transfer the students' enrolments to another college or pay a refund of the unused portion of the course money received from the student.

Refunds in situations of Provider Default are covered by the provisions of The Education Services for Overseas Students Legislation Amendment (Tuition Protection Service and Other Measures) Act 2012 and apply if:

- the College does not offer a course on the advertised start date or location or
- terminates a course after the course start date or
- before course completion date or
- does not provide a course as advertised due to sanctions by any authority or

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- does not provide a course in full

In such a case the College will pay the student a refund which equals the amount of the total tuition fees paid for the remainder of the course not completed at the time of default if an alternative placement with another provider cannot be found to the student's satisfaction. Such refunds will be made within 2 weeks following the default date with a statement explaining how the refund amount has been calculated.

Student Default

A student default occurs

- where the course starts on the agreed start date:
 - but the student does not start on the agreed start date
 - and has not previously withdrawn from the course
 - or advised of visa cancellations in writing within an agreed time period prior to the course start date
 - or the student cancels or withdraws from the course either before or after the agreed starting date.
- the student failed to pay an amount they were liable to pay the College
- the student breached a condition of their student visa
- there is misbehaviour by the student.

If a student default occurs the College and student must follow the refund requirements in the written agreement that apply to student default situations and as set out in the table below.

Tuition Protection Service

The Tuition Protection Service (TPS) is an initiative of the Australian Government to assist international students whose education providers are unable to fully deliver their course of study.

The TPS ensures that international students are able to either:

- complete their studies in another course or with another education provider or
- receive a refund of their unspent tuition fees

In the unlikely event the College is unable to deliver a course where fees have been paid in advance and it does not meet its obligations to either offer the student an alternative course that is accepted or pay the student a refund of the unspent prepaid tuition fees, the TPS will assist the student in finding an alternative course or offer a refund if a suitable alternative is not found.

Refusal of Refunds

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V 2.1 July 2025



A refund will not be provided:

- in any circumstances where the student has supplied fraudulent, forged or deliberately misleading documentation;
- where the student has had their enrolment terminated due to either academic or behavioural misconduct;
- if a request for a refund is submitted after the student has had their enrolment terminated due to non-payment of course money.

Refund Appeals

Students who are not satisfied with the outcome of the refund process may access the College complaints and appeals process.

In the event that the refund request was not granted, the student may appeal directly to the Chief Executive Officer for reconsideration. There may be special circumstances that the student may want to present to the Chief Executive Officer for consideration. However, the conditions of the Fees Management & Refund Policy will determine the outcome of any decision made.

A copy of the Fees Management & Refund Policy and Fee Refund Form may be downloaded from the Policies, Forms and Resources tab on the website.

The right the student has 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 the *Australian Consumer Law* if the *Australian Consumer Law* applies.

Procedure Step	Responsible Person	Timing/Trigger	Action Required	Record-keeping
Submit refund application	Student	When eligible for refund	Complete and submit Fee Refund Form to Student Services	Fee Refund Form, email confirmation
Assess refund application	Student Services Officer	Within 10 working days of receipt	Review documentation and confirm eligibility under Refund Policy	Refund assessment record
Process approved refund	Accounts Officer	Within 4 weeks of approval	Transfer eligible fee refund in AUD;	Refund payment



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			deduct bank and transfer fees	record, bank transaction
Visa refusal – genuine	Student & Admin	Upon receiving official visa refusal documentation	Full course money refund minus the \$250 Administration fee	Visa refusal letter, Fee Refund Form
Visa refusal – fraudulent documents	Admin	Upon verification of fraud	No refund provided	Fraud report, denial letter
Provider default	College Admin / CEO	On cancellation or course disruption	Offer alternative course or issue refund within 2 weeks	TPS record, refund record, course cancellation log
Student withdrawal before start date – not visa refusal	Student	More than 28 days before course start	70% of tuition fee received refund minus enrolment fee	Withdrawal notice, Fee Refund Form
Student withdrawal less than 28 days prior – not visa refusal	Student	Less than 28 days before course start	50% of tuition fees received refund minus enrolment fee	Withdrawal notice, Fee Refund Form
Student withdrawal after course starts – not visa refusal	Student	Any time after course commencement	No refund	Withdrawal notice
Course cancelled or offer withdrawn	Admin	Pre-commencement	Full refund of course money received minus the \$250 Administration fee	Offer letter, course cancellation record
Appeal refund decision	Student / CEO	Within reasonable time after refund refusal	Submit appeal with supporting documents for reconsideration	Appeal letter, decision record



Notify TPS (if provider default applies)	CEO / TPS Administrator	As required by TPS Act within 3 days	Assist student in a new placement or refund unspent tuition fees	TPS compliance file
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7. POLICY IMPLEMENTATION

This policy will be made available to all staff members and stakeholders through the internal communication channels, the website and in the Student Handbook.

8. REVIEW AND CONTINUOUS IMPROVEMENT

This Policy and Procedure will undergo an annual review, or sooner if required, to ensure it remains relevant and effective in guiding the operations and strategies or as needed to reflect any changes in the regulatory environment or operational practices.

Feedback will be collated and analysed and discussed at the monthly management meetings, for noting or action with any necessary changes documented in a Continuous Improvement Form and in the Continuous Improvement Register.

Document Control

Version number:	V1.1	Approved by:	CEO
Approval date:		Review date:	
Standard(s) legislation	Standard 2025: 2.1, NC2.1, NC 3.1, NC 3.4, NC 3.6 ESOS Act Section 29 (2), (3), Sections 46 and 47 Education Services for Overseas Students (Calculation of Refund) Instrument 2024		
Version #	Changes	Approval By	Approval Date
1.0	Original Version		
2.0	Inclusion of Education Services for Overseas Students (Calculation of Refund) Instrument 2024 Agents collecting student fees		July 2025
2.1	Up date administration fee details		July 2025

Associated Documents

Appeals Form
Continuous Improvement Form
Continuous Improvement Register
Complaints and Appeals Policy
Deferral Suspension Cancellation Policy



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RTO No. 41102 | CRICOS Provider Code: 03538G

Fee Refund Form

Intention to cancel enrolment letter

International Student Written Agreement

Letter of Offer

Schedule of Fees, Charges and Refunds

Student Written Agreement

Transfer Between Registered Providers Policy & Procedure

Appendix A

TIMELINES/REQUIREMENTS FOR PROVIDER AND STUDENT DEFAULT

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

Provider Default:

1. The College must notify Department of Education (DoE) and the TPS Director within 3 business days if it defaults and notify students in writing.
2. Within 14 days either offer an alternate place at the College's expense (student must accept in writing) or refund the student's unused fees.
3. Notify DoE and TPS Director of provider default outcomes within 7 days of the alternative course or provide a refund to the student/s.
4. **Method for working out amount of refund of tuition fees in event of Provider Default.** For the purposes of subsection 46D(6) of the Act, the amount of a refund of tuition fees received by a registered provider in respect of a student is calculated as follows: *refund amount = weekly tuition fee × weeks in default period*
5. **Method for working out amount of refund if provider does not enter into compliant student default agreement.** For the purposes of subsection 47E(2) of the Act, if a registered provider is required to provide a refund to a student under subsection 47E(1) of the Act because the provider has not entered into an agreement with the student that meets the requirements of section 47B of the Act, the amount of a refund is calculated as follows: *refund amount = weekly tuition fee × weeks in default period*
6. 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.
7. The TPS Director may recover from a provider as a debt, the amount equal to the amount paid for a student under the TPS. (s.66ZQ)



Student Default: (s.47B)

8. The College written agreement /acceptance of offer must include refund requirements in the case of student default.
9. The College must notify DoE and TPS Director of student default only if the student's visa is refused or if there is no compliant Written Agreement in place. Refunds must be paid within 4 weeks (28 days) after the default day. The outcome of this obligation must be reported to the Secretary and TPS Director via PRISMS within 7 days after that period ends. The 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.
10. The College must refund monies within 4 weeks of the default day, including in the case of a genuine student visa refusal, unless fraud or misrepresentation applies.
11. If the College does not have a compliant written agreement, or if a student's visa is refused, refunds are calculated as per 47E (4) of the ESOS Act 2000.
Refer to the Education Services for Overseas Students (Calculation of Refund) Instrument 2024, Section 8 (Refunds where no compliant written agreement exists)
<https://lnkd.in/gnxbdmF2>
Refund amount = weekly tuition fee × weeks in default period
See paragraphs 4 and 5 above for details.
12. Reporting On Prisms (Student Default):
Providers 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 must be reported via PRISMS within 14 days.