

## International Student Fees and Refund Policy & Procedure

### 1. Purpose

The purpose of this policy and procedure is to specify how the Australian College of Business Intelligence (ACBI/the College) manages the collection and processing of student fees and requests for refunds in accordance with the Outcome Standards for RTOs 2025, ESOS Act and associated instruments, and the National Code 2018.

### 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.

#### Standard Fees

The amount charged for each non-tuition fee item outlined below is published in the Schedule of Administrative Fees which is accessible in this document (Appendix 1), on the ACBI website, and presented in each student's Letter of Offer and Enrolment Acceptance Agreement.

The College reserves the right to vary its fees where reasonably required. Any changes will be made in accordance with applicable regulatory requirements and will be communicated to affected students with reasonable notice.

Changes to tuition fees will not apply to fees already paid or to the current academic term once a student has commenced, and any fee increases will apply only to future academic terms or enrolment periods.

Standard tuition, non-tuition and other fees determined by ACBI include:

- **Course Fee** - tuition fee for the course of study
- **Application Processing Fee** - Covers costs of verifying documents, assessing eligibility, creating student records and issuing the Letter of Offer/CoE
- **Resource Fee** - One-time fee paid prior to enrolment that covers software access, learning materials, equipment use, and online resources
- **Late payment fees** - Applicable one week after invoice due date
- **Change of course Fee** - Covers administrative costs for course changes, including SMS and CoE updates, PRISMS reporting and timetabling
- **Course Withdrawal Fee** - Applies when a student withdraws after term start without paying tuition fees and covers reasonable administrative costs such as PRISMS reporting and resource reallocation
- **Deferral Fee** - Covers administrative costs for processing course deferral requests, verifying documents, CoE variations and reporting
- **Re-assessment Fees** - Charged per unit of competency in the following circumstances:
  - **Resubmission (Failed Attempt)** - Applies where a student has made an assessment attempt but is required to resubmit and does not do so by the published term cut-off date.

- **No Submission (Missed Assessment)** - Applies where a student does not submit an assessment by the term cut-off date.
- **Recognition of Prior Learning (RPL)** - Fee charged per unit. Covers assessment of prior learning, including evidence review, assessor time and administration
- **Overseas Student Health Cover (OSHC)** - As quoted by chosen service provider
- **Replacement Certificate Fee**
- **Replacement Student ID Card Fee**
- **Graduation Certificate Postage Fee** - Differs for domestic and international postage

Any bank fees associated with processing a student's tuition fees, including credit/debit card surcharges\*, shall be the responsibility of the student.

\*Surcharges on credit/debit cards will be removed from 1 October 2026 per changes announced by the Reserve Bank of Australia (RBA) on 31 March 2026.

Please refer to Appendix 1 on page 11 of this document for full details of the Schedule of Administrative Fees.

### 3. Scope

This policy and procedure applies to all staff and international 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.

### 4. Responsibilities

**The CEO** is responsible for establishing and approving the International Student Fees and Refund Policy & Procedure, ensuring the policy complies with all relevant regulatory requirements and guidelines, overseeing its communication to staff, students, and other stakeholders, and undertaking regular reviews and updates to ensure the policy remains current and effective.

**Accounts/Fees team** is responsible for implementing and administering the fees management system, processing fee payments and refunds in accordance with the International Student Fees and Refund Policy & Procedure, maintaining accurate and up-to-date financial records, and preparing financial reports and supporting audits as required.

**The Student Support and Admissions Team** is responsible for informing prospective and current students of the International Student Fees and Refund Policy & Procedure, ensuring students understand their financial obligations and entitlements prior to and during enrolment, responding to enquiries relating to fees and refunds, and assisting with and facilitating the refund process for eligible students in accordance with the policy.

**The Compliance Manager** is responsible for monitoring and ensuring ongoing compliance with the Fees Management and Refund Policy and Procedure, overseeing adherence to relevant regulatory standards and guidelines, and identifying, addressing, and documenting any instances of non-compliance to support continuous improvement and regulatory assurance.

**International Students** are responsible for understanding and agreeing to the International Student Fees and Refund Policy & Procedure prior to enrolment, paying all required fees in accordance with agreed timeframes,

and promptly notifying the College of any changes in circumstances that may affect their fees, enrolment status, or eligibility for a refund.

## 5. 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

**NC 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.

## 6. Procedure

### 6.1 Payment of Fees

Prospective students will receive instructions for paying any pre-paid tuition and non-tuition fees in their Letter of Offer and Enrolment Acceptance Agreement. The letter also outlines the schedule for payment of the remaining tuition fees.

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 (CoE deposit) is required to secure the student's enrolment.

Once enrolled, overseas students will be reminded of upcoming fees outlined in their Fee Payment Schedule via a Fees Reminder and Invoice, which will be issued via email two weeks before the tuition fee is due. This invoice will be considered as the "First Notice" and students are required to pay the invoice by the due date.

ACBI are to maintain a copy of the student's signed Letter of Offer and Enrolment Acceptance Agreement and receipts of any payments of tuition and non-tuition fees.

### Extension to Due Date

Extensions to the payment due date will only be approved on an individual basis in exceptional circumstances and must be requested prior to the due date. Exceptional circumstances include:

- **Medical circumstances:** an unexpected illness, a recurrence of a chronic illness or an accident
- **Compassionate circumstances:** hardship or trauma such as the death or serious illness of a close family member, severe disruption to domestic arrangements, being a victim of crime or an accident
- **Special circumstances:** includes legal commitment, military service, service with an emergency service, representing ACBI, representing a state or home nation at a significant event, or unforeseen and significant employment related circumstances

A student applying for an extension to the due date of tuition fees is to submit their request in writing to the ACBI Fees team ([myfees@acbi.edu.au](mailto:myfees@acbi.edu.au)), with supporting evidence.

The Fees team will determine whether an extension will be approved and will inform the student in writing of the outcome. If approved, the Fees team will liaise with the student to arrange an extension or special payment plan on a case-by-case basis.

### Late Payment of Tuition Fees

Students are required to adhere to the payment schedule outlined in their Letter of Offer. ACBI reserves the right to charge a late payment fee of \$100 as outlined in the Schedule of Administrative Fees provided to the student prior to enrolment.

If tuition fees have not been received by the due date, overseas students will receive a second payment reminder within 3 days of the payment due date.

If the tuition fees remain outstanding seven (7) calendar days after the due date and no extension request has been received, the Fees team will issue the student with an Intention to Report (ITR) notice for non-payment of tuition fees and advise the student of their right to access the College's Complaints and Appeals process. The student will have 20 working days from the date of the ITR notice to lodge a formal appeal or to settle the outstanding fees.

If payment is not received in full and no appeal is lodged within the 20-working day period, ACBI is required to report the student to the Department of Home Affairs (DHA) and the Confirmation of Enrolment (CoE) will be cancelled.

For full details please refer to the *Student Deferment, Suspension and Cancellation Policy & Procedure* available on the ACBI website.

## 6.2 Tuition Protection

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.

The **Tuition Protection Service (TPS)** is an Australian Government initiative that assists eligible international students studying in Australia on a student visa where their education provider defaults and is unable to fully deliver their course.

Where applicable, the TPS supports affected students by facilitating placement with an alternative provider to continue their studies, or by arranging a refund of unspent tuition fees or a re-credit of any Commonwealth loan amount used to pay tuition fees for the affected units of study.

In the event that a College course is cancelled or the College is unable to deliver a course (provider default), the College will mitigate disadvantage to affected students by meeting its statutory obligations under the Education Services for Overseas Students framework for international students, and by ensuring appropriate financial and operational protections are in place in accordance with the Standards for Registered Training Organisations 2025, including the requirements relating to the protection of fees paid in advance.

### 6.3 Refund Requests

For overseas students, ACBI considers refund requests in accordance with the conditions set out in the student's signed Letter of Offer and Enrolment Acceptance Agreement and in compliance with the ESOS Act and Tuition Protection Service (TPS) provisions.

#### Non-refundable fees

The application processing fee is non-refundable in any circumstance after the issuance of the student's CoE and refunds are only granted for tuition fees received by the College and do not include associated costs such as OSHC not arranged by ACBI, bank charges, materials, or agent commission already paid to third parties.

Where ACBI has arranged Overseas Student Health Cover (OSHC) on behalf of the student and the 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.

#### Refunds and withdrawals

Students who wish to withdraw from their course must submit a completed Withdrawal Request Form, available on the ACBI [website](#). Once the withdrawal request has been processed the student will receive a formal outcome email confirming:

- That the withdrawal has been finalised;
- Whether the student is eligible for any refund;
- How this was calculated;
- How to submit the Refund Request Form

Refunds will not be processed automatically. Students must submit a Refund Request Form.

Once the Refund Request Form has been received and approved, all refunds will be paid within 28 days via electronic funds transfer (EFT) with funds transferred to the bank account nominated in the student's Refund Request Form.

#### Refund calculation (withdrawals before or after commencement)

Refunds are calculated based on the date the Withdrawal Request Form is submitted, as follows:

1. 28 days or more before the term commencement date:

Australian College of Business Intelligence Pty. Ltd. trading as Australian College of Business Intelligence.  
RTO code: 40835 CRICOS code: 03426E ABN: 19 158 104 566  
Address: Suite 510, 451 Pitt St Haymarket, Sydney NSW 2000, Australia  
Phone: 1300 237 741 Email: [info@acbi.edu.au](mailto:info@acbi.edu.au) Website: [www.acbi.edu.au](http://www.acbi.edu.au)

- 100% of pre-paid tuition fees refunded
  - Application Processing Fee is non-refundable
2. Less than 28 days before the term commencement date
  - 50% of prepaid tuition fees refunded (where fees have been prepaid)
  - Application Processing Fee is non-refundable
3. On or after the term commencement date
  - No refund of prepaid tuition fees for the current term
  - Refund of any prepaid tuition for future terms will be calculated based on the above (points 1 and 2)

### **Course withdrawal fee**

A course withdrawal fee is applied where a student withdraws after the term commencement date and has not yet paid tuition fees for the current term.

This fee is not a penalty and is charged solely to recover reasonable administrative costs incurred by the ACBI in connection with processing the student's withdrawal, including cancellation of the student's Confirmation of Enrolment (CoE), reallocation of trainers and other resources, and suspension of access to the Learning Management System (LMS).

It is fully disclosed prior to enrolment in the Letter of Offer and Enrolment Acceptance Agreement, the Schedule of Administrative Fees, and this *International Student Fees and Refund Policy & Procedure*.

### **Refunds and student visa refusals**

If the Student Visa application is rejected before the course commencement date, ACBI will refund the student in full (excluding the non-refundable application processing fee).

If the Student Visa Application of a prospective student residing offshore is rejected after the course commencement date, ACBI will refund the student in full (excluding the non-refundable application processing fee).

If the Student Visa Application is rejected after course commencement, where an onshore student has attended classes and accessed the learning materials, the refund will be on pro rata basis: the tuition fee from the week the student has withdrawn from the course until fees have been paid (excluding the non-refundable application processing fee and the resource fee).

The College will provide a full refund of any tuition fees paid, less the application processing fee, if:

- the offer of a place is withdrawn;
- the course which was applied for is no longer offered; or
- the College refuses to enrol the student in a course.

### **Provider default and refund conditions**

If ACBI 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
- 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.

For more information, please refer to Appendix B - Timelines/Requirements for Provider and Student Default (Sections 46 & 47 of the ESOS Act 2000).

### **Compassionate and compelling circumstances**

If a student has experienced exceptional circumstances that have prevented them from successfully completing the course or unit(s) of study, ACBI may, at its discretion, grant a refund of tuition fees at a higher percentage than stated above.

Compassionate or compelling circumstances are generally those that are beyond the student's control and have a significant impact on course progress or wellbeing. These may include, but are not limited to:

- Serious illness or injury, supported by a medical certificate
- Bereavement of an immediate family member or close friend
- Major political upheaval, natural disaster, or pandemic directly impacting the student's ability to study
- A traumatic experience (e.g. involvement in or witnessing a serious accident or being the victim of a serious crime)

In determining the amount of the refund, if any, ACBI will take into consideration when compelling or compassionate circumstances occurred and whether relevant supporting evidence is provided.

### **Overpayments**

If a student has overpaid an invoice or made an accidental payment, the student can contact the Fees team ([myfees@acbi.edu.au](mailto:myfees@acbi.edu.au)) and elect to credit the overpayment towards the following term or receive a refund of the value of the overpayment.

### **Refusal of refunds**

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 tuition fees.

### **Appeals**

Students who are not satisfied with the outcome of the refund process may access the College complaints and appeals process. The *Student Complaints and Appeals Policy & Procedure* can be accessed via the ACBI website.

### Procedure Summary Table

Procedure Step	Responsible Team	Timing/Trigger	Action Required	Record-keeping
1. Issue Offer & Payment Instructions	Admissions	Pre-enrolment	Provide Letter of Offer and Enrolment Acceptance Agreement with fee details and payment schedule	Signed Letter of Offer
2. Receive Initial Payment (CoE Deposit)	Admissions/Fees team	Pre-enrolment	Collect initial payment (≤50% of total course fee where applicable)	Payment receipts
3. Secure Funds in Protected Account	Finance team	Within 5 business days of receipt	Deposit prepaid tuition fees into protected account	Financial records
4. Confirm Enrolment	Admissions	Upon payment	Issue CoE, receipt initial payment, and confirm enrolment	CoE record in PRISMS and payment receipt in RTOM
5. Issue Fee Reminder & Invoice (First Notice)	Fees team	2 weeks before due date	Send invoice and reminder email for upcoming tuition fee	Invoice copy, communication log
6. Manage Extension Requests	Fees team	Prior to due date	Assess written extension requests with supporting evidence and approve/decline	Extension request, decision record
7. Issue Second Reminder	Fees team	Within 3 days after due date if payment is still outstanding	Send second reminder if payment not received	Communication log
8. Issue Intention to Report (ITR)	Fees team	7 days after due date (if fees still outstanding)	Issue ITR notice and advise student of appeal rights	ITR notice, communication record
9. Appeal or Payment Period	Student/ Compliance	Within 20 working days of ITR being sent	Student pays fees or lodges an appeal	Appeal records, payment confirmation
10. Report & Cancel CoE	Compliance	After 20 working days if fees remain outstanding and no appeal has been submitted	Report student via PRISMS and cancel CoE	Cancellation for non-payment register and PRISMS CoE cancellation
11. Process withdrawals	Compliance	Upon receipt of a Withdrawal Request	Assess withdrawal, calculate eligibility, issue outcome notification	Withdrawal Request Form, outcome email
12. Process Refund / Apply Fee	Accounts	Within 28 days of approved refund request form	Process refund (if applicable) or apply Course Withdrawal Fee where relevant	Refund form, payment record

## 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 a biennial 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 with any necessary changes documented in the Continuous Improvement Register.

### Document Control

Version number:	V1.0	Approved by:	Fabio Mejia
Approval date:	12/05/2026	Review date:	12/05/2028
Standards & Legislation: Standards for RTOs 2025, National Code 2018 (2.1, NC2.1, NC 3.1, NC 3.4, NC 3.6), ESOS Act Section 29 (2), (3), Sections 46 and 47, and Education Services for Overseas Students (Calculation of Refund) Instrument 2024			

### Version History:

Version	Date	Author	Reason	Sections
1.0	04/02/2026	Sam Hartley	Consolidation of former Fees Policy and Refund Policy and Procedure into one comprehensive policy and procedure document specifically for International students ensuring alignment with SRTOs 2025.	All

## Appendix A – Schedule of Administrative Fees

Service	Fee (AUD)	Notes
Application Processing Fee (International applications)	\$250	Covers costs of verifying documents, assessing eligibility, creating student records, and issuing the Letter of Offer/CoE
Resource Fee	\$100	One-time fee paid prior to enrolment that covers software access, learning materials, equipment use, and online resources
Additional Resource Fee	\$100	Applicable to all students enrolling in Diploma and Advanced Diploma of Graphic Design to cover additional software licensing costs
Late payment of tuition fees	\$100	Applicable one week after invoice due date
Change of Course Fee	\$100	Covers admin costs for course changes, including SMS and CoE updates, PRISMS reporting, and timetabling
Course Withdrawal Fee	\$500	Charged to recover reasonable administrative costs associated with processing a student withdrawal, including CoE and resource reallocation (not a penalty)
Deferment Fee	\$100	Covers admin for processing course deferral requests, CoE variations, and reporting
Reassessment Fees:	As below	Re-assessment fee per unit of competency
Resubmission (Failed attempt)	\$150	Applies where a student has made an assessment attempt but is required to resubmit and does not do so by the published term cut-off date
No Submission (Missed Assessment)	\$200	Applies where a student does not submit an assessment by the term cut-off date
Recognition of Prior Learning (RPL)	\$300	RPL assessment fee per unit. Covers assessment of prior learning, including evidence review, assessor time, and administration
Overseas Student Health Cover (OSHC)	-	As quoted by the chosen service provider
Replacement Certificate Fee	\$30	Includes Academic Transcript
Replacement Student ID Card	\$15	Payable prior to issuance of new card
Graduation Certificate Postage Fee	\$30	Posted within Australia
Graduation Certificate Postage Fee	\$50	International postage

## Appendix B – Timelines/Requirements for Provider and Student Default (Sections 46 & 47 of the ESOS Act 2000)

<b>1</b>	<p><b><u>Provider Default</u></b></p> <p>The College must notify Department of Education (DoE) and the TPS Director within 3 business days if it defaults and notify students in writing.</p>
<b>2</b>	<p>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.</p>
<b>3</b>	<p>Notify DoE and TPS Director of provider default outcomes within 7 days of the alternative course or provide a refund to the student/s.</p>
<b>4</b>	<p>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: <i>refund amount = weekly tuition fee × weeks in default period</i></p>
<b>5</b>	<p>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 <b>the student</b> that meets the requirements of section 47B of the Act, the amount of a refund is calculated as follows: <i>refund amount = weekly tuition fee × weeks in default period</i></p>
<b>6</b>	<p>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.</p>
<b>7</b>	<p>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)</p>
<b>8</b>	<p><b><u>Student Default: (s.47B)</u></b></p> <p>The College written agreement /acceptance of offer must include refund requirements in the case of student default.</p>
<b>9</b>	<p>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.</p>
<b>10</b>	<p>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.</p>
<b>11</b>	<p>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.</p> <p>Refer to the Education Services for Overseas Students (Calculation of Refund) Instrument 2024, Section 8 (Refunds where no compliant written agreement exists)  <a href="https://lnkd.in/gnxbdmF2">https://lnkd.in/gnxbdmF2</a>          Refund amount = weekly tuition fee × weeks in default period</p>

	See paragraphs 4 and 5 above for details.
<b>12</b>	<p>Reporting On Prisms (Student Default):</p> <p>Providers must report changes to a student’s enrolment as required by section 19 of the ESOS Act within 31 days.</p> <p>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.</p>