

Fees and Refunds Policy and Procedure

1. Purpose

This policy and procedure sets out the Australian Learning Group's (ALG's) processes for the collection of course fees and the conditions under which refunds may be granted.

This policy ensures that ALG manages course fees and refunds in a transparent, fair and compliant manner and that students are provided with clear information about their financial obligations.

This policy addresses the requirements of:

- The Outcome Standards 2025
- Education Services for Overseas Students (ESOS) Act 2000
- National Code of Practice for Providers of Education and Training to Overseas Students 2018 (National Code 2018)
- Education Services for Overseas Students (Calculation of Refund) Instrument 2024
- Australian Consumer Law

2. Definitions

Tuition fees: Tuition fees are the fees paid by a student, or on behalf of a student, that relate directly to the delivery of a course or training program provided by ALG.

Non-tuition fees (Additional Fees): Non-tuition fees are fees that are not directly related to the delivery of training. These may include joining fees, administration fees, material fees, equipment fees or other charges associated with enrolment.

Deferral: A deferral is an approved request to delay the start of a course before it begins (or before the CoE start date for overseas students). The student has not yet commenced study.

Suspension: A suspension is an approved request to temporarily pause studies after the course has started, and for a defined period with the intention of returning at a later time.

Study period: A defined period of study used by ALG for enrolment, fee application and refund assessment purposes. A study period usually consists of 10 week of study.

Course commencement: The date on which the student first commences study in the course as stated on the student's Confirmation of Enrolment (CoE).

Relevant study period: The study period for which tuition fees have been invoiced or paid at the time a refund, suspension, withdrawal or cancellation request is submitted.

Fee Credit (or Fee Transfer): An approved arrangement where prepaid tuition fees are retained and applied to a future term of study instead of being refunded.

Student default: Student default occurs where a student fails to commence the course on the agreed start date, withdraws from the course, fails to pay required fees, or otherwise breaches the conditions of enrolment.

Provider default: Provider default occurs where ALG cancels a course before it starts, cannot commence the course on the agreed start date, or cannot deliver the course in full.

Tuition Protection Service (TPS): The Tuition Protection Service (TPS) is an Australian Government scheme that protects overseas students if their education provider is unable to deliver a course as agreed. If provider default occurs, the TPS may assist students to be placed in a suitable alternative course or, where appropriate, provide a refund of unspent tuition fees.

Visa refusal: Where a student visa application is refused, ALG will assess refund eligibility in accordance with the ESOS Act and the Education Services for Overseas Students (Calculation of Refund) Instrument 2024. Students must submit a written refund request and provide a copy of the visa refusal notice issued by the Department of Home Affairs. Certain administration and non-tuition fees may be non-refundable.

3. Scope

This policy applies to all students enrolled in courses delivered by Australian Learning Group (ALG). It covers all course fees, charges and refund requests relating to training delivered by ALG, including fees paid directly by students or paid to education agents on behalf of students.

4. Responsibilities

Admissions and Marketing Teams: Ensure accurate and current information about course fees, payment terms and refund conditions is published and provided to prospective students prior to enrolment.

Finance Team: Monitor fee payments, maintain payment records and process approved refunds in accordance with this policy and applicable legislation.

Student Experience Team: Receive and coordinate refund requests, communicate outcomes to students and maintain relevant records.

Quality Assurance Team: Monitor feedback, complaints and refund requests to identify improvement opportunities and record actions in the Continuous Improvement Register.

5. Policy

ALG ensures that fair, transparent and accessible policies and procedures are in place regarding the payment of course fees and the refund of monies paid to the organisation.

ALG protects prepaid tuition fees paid by overseas students in accordance with the ESOS Act 2000. These protections include requirements relating to the management of prepaid fees and access to the Tuition Protection Service (TPS) if a provider default occurs. Operational arrangements for the management of prepaid fees are outlined in the **Protected Account Management Policy and Procedure**.

- ALG manages overseas student tuition fees and refunds in accordance with the Education Services for Overseas Students Act 2000 and the Education Services for Overseas Students (Calculation of Refund) Instrument 2024, which specify the method for calculating refunds in certain circumstances.

ALG ensures that all information provided to students about course fees, payment terms and refund conditions is clear, accurate and kept current in all official publications and communications.

This policy applies to all course fees and charges payable to ALG including fees paid directly by students or paid to an education agent to be remitted to ALG.

Where tuition fees are collected by an authorised ALG education agent on behalf of ALG, those fees are considered to have been received by ALG and are subject to the refund conditions outlined in this policy and the student's Written Agreement.

ALG ensures that:

- students receive clear information about tuition fees and additional fees before enrolment
- payment obligations and due dates are clearly communicated
- refunds are processed in accordance with applicable legislation and written agreements
- refund conditions are applied consistently and fairly
- Students are informed of their consumer rights and access to complaints and appeals processes.

This policy outlines the organisation's approach to:

- provision of fee information to students
- payment of course fees
- Deferral, Suspension and Fee Credit Conditions
- Refund Eligibility and Circumstances
- refund amounts
- processes for claiming refunds
- consideration of compassionate and compelling circumstances
- consumer rights.

5.1 Intended System Outcomes

Through the implementation of this policy and procedure, ALG aims to ensure that students

- have access to clear, accurate and current information about course fees, charges and refund conditions
- receive fee information before enrolment or before any fees are required to be paid
- understand all costs associated with their training, including payment terms and refund conditions
- can make informed decisions about enrolment based on transparent financial information
- any changes to fees or refund arrangements that affect students are communicated as soon as possible.

5.2 Provision of Fee Information

ALG identifies the information prospective students require prior to enrolment through its admissions and pre-enrolment processes. This includes information about course fees,

payment schedules, refund conditions and any additional costs associated with the training product. This information is communicated to students prior to enrolment through official publications and enrolment documentation. This includes the Letter of Offer and Written Agreement, which clearly set out all tuition fees, non-tuition fees, payment terms and refund conditions before a student accepts an enrolment offer.

ALG provides clear information about course fees and additional charges before a student enrolls. Fee information is published in relevant marketing materials and provided to students through documents such as the Student Handbook, Letter of Offer and Written Agreement. This ensures students understand the fees they are required to pay before accepting an enrolment offer.

ALG will inform students as soon as practicable if there are any changes to course fees or refund conditions that may affect them.

Where inconsistencies occur between published marketing information and the Letter of Offer and Written Agreement, the signed Letter of Offer and Written Agreement will prevail to the extent permitted by law.

5.3 Payment of Course Fees

Students are responsible for paying all course fees by the due dates stated in their Letter of Offer and Written Agreement or student portal. ALG provides clear payment schedules and available payment options to assist students in meeting their financial obligations.

Where course fees remain unpaid after the due date, ALG may initiate follow-up actions in accordance with the **Enrolment Variation (Deferral, Suspension and Cancellation) Policy and Procedure** which may include overdue payment reminders and the issuing of a Notification of Intention to Report (ITR).

5.4 Deferral, Suspension and Fee Credit Conditions

At ALG, deferrals are managed at course level (before commencement), while suspensions are managed at term (study period) level (after commencement).

a) Deferral (prior to course commencement)

- A deferral occurs before the student commences their course.
- No refund applies where a deferral is approved.
- Any prepaid tuition fees are retained and applied to the revised start date.

Approved deferrals for overseas students may require an update to the student's Confirmation of Enrolment (CoE) and must comply with the National Code 2018 and applicable visa requirements.

b) Suspension (after course commencement – term-based application)

- ALG applies tuition fees on a term basis. Fee adjustments for suspension are determined by when the request is submitted.
- Suspension requested before the relevant term starts:
 - No refund applies.
 - Fees for that term may be transferred to a future term when the student resumes study.
- Suspension requested during the relevant term:
 - No refund applies.

- ALG may approve a transfer of fees for that term to a future term, at its discretion.

Suspensions for overseas students may affect the student's Confirmation of Enrolment (CoE) and visa status and are managed in accordance with the National Code 2018 and ALG's Enrolment Variation (Deferral, Suspension and Cancellation) Policy and Procedure.

5.5 Refund Eligibility and Circumstances

Refund eligibility depends on the circumstances under which a refund request arises. These circumstances are categorised as:

- student default
- provider default
- visa refusal (for overseas students)
- other approved circumstances, including compassionate and compelling grounds.

c) Student Default

Student default occurs where a student:

- fails to commence on the agreed start date
- withdraws from the course (cancels their course)
- has their enrolment cancelled due to non-payment, non-attendance or breach of enrolment conditions

Refund eligibility in cases of student default is determined by:

- the timing of the student's withdrawal or cancellation request, and
- the terms outlined in the Written Agreement

A refund may be available where a student withdraws before the commencement of the relevant study period.

No refund applies where a student withdraws on or after the commencement of the study period, unless:

- required by legislation, or
- approved under compassionate and compelling circumstances

For the purpose of determining refund eligibility, the commencement of the relevant study period is the first scheduled day of that term (study period), as published in the official timetable or communicated by ALG.

Where a student submits a cancellation request:

- before the commencement of the relevant study period, they may be eligible for a refund of prepaid tuition fees (less any applicable fees)
- on or after the commencement of the relevant study period, no refund applies unless otherwise required by legislation or approved under compassionate and compelling circumstances.

Where a student is approved for a deferral (prior to commencement), prepaid tuition fees are not refunded and are instead transferred as a credit to a future term.

Where a student is approved for a suspension (after commencement), no refund applies. Transfer of fees for that term to a future term, at ALG's discretion.

b) Provider Default

Provider default occurs where ALG:

- does not commence the course on the agreed start date
- cancels a course before it commences
- is unable to deliver the course in full

In cases of provider default, students are entitled to:

- a refund of unspent tuition fees, or
- placement in an alternative course, where applicable

Refunds are managed in accordance with the ESOS Act 2000 and the Tuition Protection Service (TPS) arrangements where relevant.

c) Visa Refusal (Overseas Students Only)

Where a student visa application is refused, refund eligibility is assessed in accordance with the ESOS Act 2000 and the *Education Services for Overseas Students (Calculation of Refund) Instrument 2024*. Refund outcomes depend on whether the student:

- has commenced the course, or
- has not yet commenced the course.

Students must provide a copy of the Department of Home Affairs refusal notice to support their refund request.

Cancellation fees do not apply where a refund is requested due to a student visa refusal.

d) Compassionate and Compelling Circumstances

ALG may approve refunds outside standard conditions where a student demonstrates compassionate or compelling circumstances that significantly impact their ability to continue their studies.

All requests must be supported by appropriate evidence and are assessed on a case-by-case basis.

5.6 Refund Amounts

Refund amounts are determined based on the timing and circumstances of the refund request. Enrolment fees and joining fees are non-refundable and non-transferable unless otherwise required by legislation.

Where a refund is approved, ALG will process the refund within the timeframe required under the ESOS Act 2000, unless otherwise specified in the student's Written Agreement.

Where a refund is payable under the ESOS Act, ALG will pay the refund within the timeframe required under legislation (generally within four weeks of the default day).

Refunds are paid to the student named in the Letter of Offer and Written Agreement or a specified third party nominated by the student.

Approved refunds will be processed in ALG's weekly payment cycle on Wednesdays following receipt of a complete refund application, all required supporting documentation, and confirmation of refund approval from the relevant team. Applications received after the Wednesday payment processing date will be processed in the next payment cycle.

Course cancellations may incur a cancellation fee as outlined in the Additional Fee Schedule (See Appendix 2). The cancellation fee is payable at the time the student submits a course cancellation request.

Where a refund is approved under ALG's refund policy, ALG will process the refund within the following deadlines:

- provider default: within 14 days from the date of default
- student default: within 28 days from the date of student default

ALG endeavours to provide all refunds within 10 working days of receiving the completed cancellation request and supporting documentation.

Where a student has received discounted pricing (for example promotional pricing, packaged pricing or course credit arrangements), any refund will be calculated based on the amount actually paid by the student, not the recommended retail price of the course.

Refunds are paid in Australian Dollars (AUD). Any bank fees, transfer charges or exchange rate differences associated with the refund are the responsibility of the student.

The applicable refund amounts, if applicable are outlined in Appendix 1. These amounts are also provided in the Student Written Agreement.

5.7 Process for Claiming Refunds

Students requesting a refund must submit the online Refund Application Form. The date the form is submitted is used to determine refund eligibility. Refund requests must include any supporting documentation required to assess the request. ALG will assess applications and process any approved refunds in accordance with this policy and applicable legislation.

5.8 Consumer Rights

The processes outlined in this Fees and Refunds Policy and Procedure do not remove or limit the rights of students to take action under the Australian Consumer Law where applicable. This information is also included in the student's Written Agreement.

Students may access ALG's Complaints and Appeals Policy and Procedure if they are dissatisfied with a decision relating to fees or refunds.

Detailed operational processes are outlined in the **Procedure section below**.

5.9 Continuous Improvement

ALG monitors feedback, complaints, appeals and refund requests relating to course fees and refund processes to identify any systemic issues or areas for improvement. Where issues are identified, appropriate corrective or improvement actions are implemented and recorded in the Continuous Improvement Register to ensure ongoing transparency, accuracy and effectiveness of fee and refund practices.

6. Procedure

Step	Key Actions	Responsibility	Supporting documentation
1. Provision of information	<ul style="list-style-type: none"> Ensure published fee and refund information is reviewed regularly to confirm it remains accurate and current. Provide students with clear information about course fees, payment schedules and refund conditions prior to enrolment. Issue the student with a Letter of Offer and Written Agreement outlining tuition fees, non-tuition fees and payment schedules. Issue invoices for course fees and record payments received from students. 	Quality Assurance Team Admissions/ Marketing Teams Finance Team	Website marketing materials, Student Handbook Letter of Offer/ Written Agreement Invoices
2. Course fee payments	<ul style="list-style-type: none"> Monitor payment due dates and follow up any overdue fees in accordance with ALG policies. 	Accounts Team	Student management system records
3. Deferral and Suspension Fee Assessment	<ul style="list-style-type: none"> Confirm whether request is deferral (pre-commencement) or suspension (post-commencement) Confirm timing of request relative to the relevant term Apply fee credit for deferral requests For suspension requests: <ul style="list-style-type: none"> If before term: apply fee transfer If during term: assess eligibility for fee transfer (discretionary) Update student account and notify student 	Student Experience Team / Finance Team	Deferral/Suspension Request Form Student timetable Student account records (RTOM) Student correspondence

<p>4. Refund requests</p>	<ul style="list-style-type: none"> • Receive and record written refund requests submitted by students together with supporting documentation. • Where a refund request relates to visa refusal, secure a copy of the visa refusal decision record issued by DHA. • Determine refund eligibility based on the date the Course Cancellation form was submitted. • Confirm that any applicable cancellation fee has been paid in accordance with the Additional Fee Schedule • Where a refund is requested to be paid to a third party, obtain written authorisation from the student confirming the third party's name, relationship to the student and payment details. • Assess refund eligibility in accordance with this policy, the Written Agreement and applicable legislation. • Calculate refund amounts based on the refund conditions outlined in the Written Agreement and the Education Services for Overseas Students (Calculation of Refund) Instrument 2024, where applicable. • Process approved refunds within the required legislative timeframe • Process approved refunds through the weekly Wednesday payment cycle.: Refund approvals received after the weekly payment processing date will be processed in the next payment cycle. • Notify the student of the refund outcome and provide a breakdown of how the refund amount was calculated. • OR • Advise student in writing of reasons for refund refusal including option to appeal decision 	<p>Student Experience Team</p> <p>Finance Team</p> <p>Admissions Team</p>	<p>Refund Application Form, supporting evidence</p> <p>Payment records</p> <p>Student correspondence</p> <p>Appeal Form</p>
<p>5. Records Management</p>	<ul style="list-style-type: none"> • Records relating to fee payments, refund requests, 	<p>Finance Team</p>	<p>Refund register</p>

	refund decisions and payments are retained in accordance with the Records Management Policy and applicable legislative requirements. <ul style="list-style-type: none"> • Maintain records of refund requests, assessments and payments, appeal application and outcomes 		Student Records Appeals register
6. Continuous Improvement	<ul style="list-style-type: none"> • Review feedback, complaints and refund requests relating to course fees and refunds. • Identify any systemic issues with fee information or refund processing. • Record improvement actions in the Continuous Improvement Register. 	Quality Assurance Team	Continuous Improvement Register

7. Related Documents

This policy should be read in conjunction with:

- Refund Application Form
- Appeal Form
- Complaints and Appeals Policy and Procedure
- Student Written Agreement
- Protected Account Management Policy and Procedure

8. Document Information and Review

Document Information		
Document ID	STU-08	
Policy Category	STU - Student Administration & Support	
Responsible officer	Joe Lynch	
Key Stakeholder(s)	ALG Students and Staff	
Approval by	CEO	
Endorsed by	Academic Director and Head of Quality Assurance	
Date of Approval	21/05/2026	
Date Effective	12/05/2026	
Date of Next Review	21/05/2027	
Version History		
Version	Date	Amendment(s)
2.0	09 March 2026	Updated to specify refund conditions for enrolment variation (deferrals and suspensions)

Appendix 1: Refund eligibility and amounts

This Appendix must be read in conjunction with the student's Written Agreement, which prevails where inconsistencies occur.

1. STUDENT DEFAULT	
Circumstance	Amount to be refunded
Joining fee	Non-refundable and non-transferable
Student fails to commence on the agreed start date.	No refund
Student withdraws before the start of their course (as defined in the Written Agreement)	Refund of prepaid tuition fees (less Joining fee)
Student is approved for a deferral before the start of the study period (term)	No refund: Prepaid tuition fees are transferred as a credit to a future term
Student withdraws on or after the start of the study period (term)	No refund
Student is approved for a suspension before the start of term to which the suspension request applies	No refund. Fees are transferred to a future term
Student is approved for a suspension during the term to which the suspension request applies	No refund. Fee transfer may be approved at ALG's discretion.
Enrolment cancelled by ALG due to non-payment, non-attendance or breach of enrolment conditions	No refund unless approved at ALG's discretion or required by legislation
Compassionate and compelling circumstances	Refund may be approved at ALG's discretion, based on evidence
2. VISA REFUSAL	
Circumstance	Amount to be refunded
Student visa refused before course commencement	100% refund of tuition fees
Student visa refused after course commencement	Refund of unspent tuition fees
Determination of unspent tuition fees	Calculated in accordance with the ESOS Act 2000 and the Education Services for

	Overseas Students (Calculation of Refund) Instrument 2024
Evidence requirement	Student must provide Department of Home Affairs refusal notice
Cancellation fee	Not applicable
3. PROVIDER DEFAULT	
Circumstance	Amount to be refunded
ALG does not commence the course on the agreed start date	Student offered alternative course or refund of unspent tuition fees
ALG cancels a course before commencement	Student offered alternative course or refund of unspent tuition fees
ALG unable to deliver course in full	Refund of unspent tuition fees
ALG unable to place student in an alternative course	Tuition Protection Service (TPS) will assist with placement or refund
TPS unable to place student	Refund calculated and paid in accordance with TPS requirements
4. GENERAL CONDITIONS	
<ul style="list-style-type: none"> • Refunds are calculated based on the amount paid by the student, not the full course fee where discounts apply • Refunds are paid in Australian Dollars (AUD) • Any bank fees or exchange rate differences are the responsibility of the student • Refunds are paid to the student unless written authorisation is provided 	

Appendix 2: Additional Fees (Non-Tuition Fees) Schedule

The below table lists additional non-tuition fees that may apply to students whilst enrolled in a course.

Item	Fee
Joining Fee	\$795
Cancellation Fee	\$250
RPL Application Fee (per application)	\$500
RPL Assessment Fee (per unit of competency)	\$250
RPL Gap Training	To be advised*
Resubmission Fee (outside the term)	\$100 per assessment
Additional Work Placement Assessor Visit	\$200
Assessment resubmission fee (for resubmission within first two weeks of the following term)	\$100
Assessment submission penalty fee (for first submission outside of term or submitted during an approved term extension instead of repeating a term)	\$250
Re-assessment Penalty Fee (first attempt submitted outside of term or, submitted during approved term extension rather than repeating term)	\$250
Extension of Enrolment (per term)	Current tuition fees
Reissuance of AQF certification documentation	\$30
International postage of AQF certification documentation	\$30
Replacement of resources (eBooks)	Cost price
Visa and Mastercard Surcharge	1.00%

* Fees will vary by course and can be confirmed before payment.