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.

Course fees: Course fees are the total tuition fees and non-tuition fees (Additional Fees) received by the provider for a student's course.

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: Occurs when the Department of Home Affairs refuses an application for an Australian student visa.

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 is committed to managing course fees and refunds fairly, transparently and in accordance with applicable legislation and students' Written Agreements.

ALG ensures that students receive clear and accurate information about tuition fees, non-tuition fees, payment obligations and refund conditions before enrolment.

ALG protects prepaid tuition fees received from overseas students in accordance with the ESOS Act 2000. Requirements for managing protected funds are addressed in the Protected Account Management Policy and Procedure.

Refunds are assessed in accordance with the student's Written Agreement, the ESOS Act 2000 and the Education Services for Overseas Students (Calculation of Refund) Instrument 2024, where applicable.

Fees collected by authorised education agents on behalf of ALG are treated as fees received by ALG.

Students retain their rights under Australian Consumer Law and may access ALG's 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
- Consumer rights
- Continuous improvements

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 provides prospective students with clear and accurate information about tuition fees, non-tuition fees, payment schedules, refund conditions and other costs before enrolment. This information is provided through relevant marketing materials, the Student Handbook and the Letter of Offer and Written Agreement.

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

a) 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

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.

These conditions apply to ordinary student cancellations and do not override statutory refund entitlements, including those arising from student visa refusal or provider default.

b) Student Visa Refusal

Where a student visa refusal results in student default, refunds are calculated in accordance with the ESOS Act 2000 and section 10 of the Education Services for Overseas Students (Calculation of Refund) Instrument 2024.

- Before course commencement: Refund of course fees (tuition and non-tuition fees) received, less 5% of course fees received before commencment or $500, whichever is lower
- After course commencement: The refund is based on tuition fees paid for the remaining unused period of the course.

Students must provide a copy of the Department of Home Affairs visa refusal notice.

Refer to **Appendix 1** for a summary of the applicable refund amounts.

c) 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.

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 by the circumstances of the refund request, applicable legislation and the student's Written Agreement. A summary of refund eligibility and amounts is provided in **Appendix 1.**

Where a refund is payable, ALG will comply with the applicable legislative timeframes:

- Student default (including visa refusal): Within four weeks of receiving a written refund claim
- Provider default: Within 14 days of the default date.

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 are processed through ALG's weekly Wednesday payment cycle, provided this does not delay payment beyond the applicable legislative timeframe.

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 Fees (Non-Tuition Fees) Schedule (see Appendix 2). The cancellation fee is payable when the student submits a Course Cancellation Form, where applicable.

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.

5.7 Process for Claiming Refunds

All course cancellation requests must be submitted using the online **Course Cancellation Form**, available on ALG's website. The date ALG receives the completed form is used to determine the applicable cancellation conditions.

Refund eligibility and any applicable refund amount are assessed and processed as part of the course cancellation process. Students are not required to submit a separate refund application.

Refunds are assessed in accordance with this policy, the student's Written Agreement and applicable legislation. Any applicable statutory refund payment timeframe will be calculated from the date ALG receives the relevant written request, in accordance with legislative requirements.

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	• Review published fee and refund information regularly for accuracy and currency. • Provide students with clear information about course fees, payment schedules and refund conditions before enrolment. • Issue the Letter of Offer and Written Agreement outlining tuition fees, non-tuition fees and payment schedules • Issue invoices and record student payments	Admissions/Marketing Teams Finance Team Quality Assurance Team	Website/marketing materials Student Handbook Letter of Offer/Written Agreement Invoices
2. Course Fee Payments	• Monitor payment due dates and follow up overdue fees in accordance with ALG policies	Finance Team	Student payment records (RTOM) Invoices Payment correspondence
3. Deferral and Suspension Fee Assessment	• Confirm whether the request is a deferral or suspension • Verify the request date and relevant study period • Apply fee credits or transfers • Update student's account and communicate the outcome	Student Experience Team Finance Team	Deferral/Suspension Request Form Student timetable Student payment records (RTOM) Student correspondence
4. Refund Eligibility and Processing	• Identify refund eligibility from enrolment variations, visa refusal, provider default or other relevant circumstances • Obtain supporting evidence, including visa refusal notices where applicable • Confirm the relevant cancellation date or default date, as applicable • Assess eligibility against the Written Agreement, applicable legislation and Appendix 1 (below) • Check applicable non-tuition fees against Appendix 2 (below) • Calculate the refund amount and obtain approval • Obtain written student authorisation for third-party payments, where applicable • Process approved refunds within legislative timeframes • Notify the student in writing of the outcome, including the	Admissions Team (pre-commencement) Student Experience Team (post-commencement) Finance Team (refund calculation and payment processing)	Relevant Enrolment Variation Form (where applicable) Supporting evidence, including visa refusal notice Student payment records (RTOM) Student correspondence Written third-party payment authorisation (where applicable) Appendix 1 – Refund Eligibility and Amounts Appendix 2 – Additional Fees (Non-Tuition Fees) Schedule

	refund calculation or reasons for refusal and appeal rights • Retain relevant records		
5. Records Management	• Maintain records of fee payments, refund assessments, decisions and payments • Retain supporting evidence, student correspondence and complaints or appeals records in accordance with the Records Management Policy and legislative requirements.	Finance Team Admissions Team / Student Experience Team (as applicable)	Student payment records (RTOM) Student records correspondence Complaints and appeals records
6. Continuous Improvement	• Review feedback, complaints, appeals and refund outcomes relating to course fees and refunds. • Identify 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:

- Course Cancellation Form
- Appeal Form
- Complaints and Appeals Policy and Procedure
- Student offer Letter and Written Agreement
- Protected Account Management Policy and Procedure
- Refund Amounts table
- Additional Fees (Non-Tuition Fees) Schedule

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)
3.0	12 October 2026	• Updated to clarify student refund entitlements resulting from student visa refusal
4.0	19 October 2026	• Remove card use fee from Additional Fees (Non-Tuition Fees) Schedule

Appendix 1: Refund eligibility and amounts

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

REFUND AMOUNTS	
1. STUDENT DEFAULT	
Circumstance	**Amount to be refunded**
Additional Fees (Non-Tuition Fees): • VET Joining Fee • ELICOS Joining Fee • ELICOS Materials Fee	Non-refundable and non-transferable, except where a refund is required by Australian law, including visa refusal before course commencement
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 Addition fees (Non-tuition fees) are non-refundable
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. STUDENT DEFAULT (VISA REFUSAL)	
Circumstance	**Amount to be refunded**
Student visa refused before course commencement	Refund of all course fees (tuition and non-tuition fees) received, less the Visa Refusal Administration Fee of 5% of course fees received before commencement date or $500, whichever is lower.
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
3. PROVIDER DEFAULT	
Circumstance	**Amount to be refunded**
ALG does not commence the course on the agreed start date ALG cancels a course before commencement ALG unable to deliver course in full	Arrange a suitable alternative course accepted by student in writing or refund 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*
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	
• 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 for payment to a third party is provided.	

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

Item	Fee
ELICOS Joining Fee	$595
ELICOS Materials Fee	$250
VET 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*
Late Payment Fee	$50 per week
Additional Work Placement Assessor Visit	$200
Assessment Resubmission Fee (For resubmission within first two weeks of the following term)	$100 per assessment
Assessment Submission Penalty Fee (For first submission outside of term or submitted during an approved term extension instead of repeating a term)	$250 per assessment
Visa Refusal Administration Fee (before course start date)	5% of pre-paid course fees** received or $500, whichever amount is lower
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

* Fees will vary by course and are be confirmed before payment.
** Course Fees means the total tuition fees and additional fees (non-tuition fees) paid before course start date.