Fee Payment (collection) and Refund Policy and Associated Procedures

Version 2.2

STATUS, DETAILS AND SUMMARY OF CHANGES

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Type	Academic-Administrative	**Version**	2.2
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Review Authority	ASIA Academic Committee		
Endorsement Authority	ASIA Board of Director(s)		
Enquiries	Academic Manager: joy.academic@asia.edu.au		
Available on	Website ☐	Academic Manager's Office	☒
References of Related Documents, Legislation, Policies and/or Procedures	• Outcome Standards for NVR Registered Training Organisations Instrument 2025 (F2025L00354): Standard 2.1 • Compliance Standards for NVR Registered Training Organisations and Fit and Proper Person Requirements Instrument 2025 (F2025L00355): sections 9 and 18 • Education Services for Overseas Students Act 2000 (ESOS Act): Part 5, Division 2: sections 46A to 46F (provider default) and 47A to 47H (student default) • Education Services for Overseas Students (Calculation of Refund) Instrument 2024 • Education Services for Overseas Students (Specified Classes of Courses for Automatic Suspension and Cancellation) Instrument 2026 • National Code of Practice for Providers of Education and Training to Overseas Students 2018: Standard 3		

VERSION CONTROL AND SUMMARY OF CHANGES

Version	Date	Description of Changes
1.0	01.10.2021	Introduction of the policy
2.0	01.10.2024	New version with Refund Table and Refund Application Form
2.1	01.10.2024	Clause 6 is amended for further clarification.
2.2	01.10.2026	Updated to the 2025 Standards for RTOs and current ESOS provider default and refund requirements (ESOS Act ss 46A to 46F and 47A to 47H; Calculation of Refund Instrument 2024). Application fee made non-refundable in all cases except where the law requires a refund. Refund table aligned.

1. Purpose

This policy outlines fee payment and refund procedures for students in accordance with Standard 3 of the National Code 2018, Standard 2.1 of the Outcome Standards for RTOs 2025, sections 9 and 18 of the Compliance Standards for NVR RTOs 2025, the ESOS Act and the ESOS (Calculation of Refund) Instrument 2024. It addresses refunds of both tuition and non-tuition fees in cases of student default and provider default. The policy details the amounts refundable to overseas students, including fees collected by education agents on behalf of ASIA. This documentation ensures fair and equitable treatment of all students applying for refunds.

2. Scope

This Fee Payment & Refund Policy applies to all current and formally enrolled students at Astral Skills Institute of Australia (ASIA), both overseas (CRICOS) and domestic students. Applicants should familiarize themselves with this policy, as refunds are available only under the specific circumstances outlined below.

3. Responsibility

The Chief Executive Officer is responsible for implementing, monitoring, and interpreting this policy.

ASIA will ensure learners are aware of their right to a refund for services not provided by the institute if:

- The arrangement is terminated early; or
- ASIA fails to deliver agreed-upon services.

4. Definitions

Tuition Fee: The Tuition Fee is a compulsory academic fee payable by students for courses offered by the institute. It does not include course material fees or other applicable fees or cost.

Tuition Protection Service (TPS): The Tuition Protection Service is a protection scheme for international students whose provider cannot fully deliver a course for which the student has paid. The TPS ensures that international students are able to either:

a. complete their studies in another course or with another education provider or

b. receives a refund of their unspent tuition fees.

Agreed Start Date/Course Commencement: Agreed Start Date (Course Commencement) means the day on which the course was scheduled to start as per the student's Confirmation of Enrolment (CoE), or a later date agreed between student and ASIA for the start of the course.

Course Material Fee: A fee charged for the cost of providing course materials for theory and practical study, textbooks (if any), student guides and resource materials that are retained by the student as his/her personal property.

Application Fee: Application fee is a one-time fee payable at the admission to cover administration cost associated with enrolment and it is non-refundable in all circumstances, including withdrawal, student default and provider default, except where a refund is required by law (see Section 7C, Visa Refusal Refunds).

Term: A term refers to a study period of 10 weeks excluding Holidays.

Withdrawal from the Course: Withdrawal refers to a student's deferral, suspension or cancellation of enrolment in courses offered by the institute.

DHA: Department of Home Affairs

Provider Default: Provider default means when ASIA fails to start a course at a location on the agreed starting day, or ceases to provide the course at that location after it starts but before it is completed, and the student has not withdrawn before the default day (ESOS Act s 46A). The reason for the default does not change ASIA's obligations, including where ASIA must stop delivering a course because of a government or regulator decision.

Student Default: This means when a student fails to start or finish a course with a provider, withdraws from the course, or when provider refuses to provide, or continue providing, the course to the student due to:

- failure to pay an amount that he/she is liable to pay to the provider,
- Student breached a condition of his/her student visa, or misbehavior by the student.

5. Requests for Refund of Tuition fees.

A student who wishes to apply for a refund of tuition fees in accordance with this Refund Policy should do so by completing a Refund Application form (Appendix 1) available at ASIA reception or on the ASIA's website at www.asia.edu.au and submit with other supporting documents to:

Administration Office
info@asia.edu.au
Astral Skills Institute of Australia (ASIA)
Level 9, 79 George St, Parramatta, NSW 2150

6. Fee Payment and Refund Policy

It is crucial that learners understand the institute's Fees Payment and Refund policies before signing any agreement.

Payment of Fees (Application Fee, Course Material Fee and Tuition Fee)

a. The initial tuition fee, application fee, and material fee, as stated in the offer letter, must be paid in full before the course commences to confirm enrolment.

b. Students are not required to pay more than 50% of the total tuition fee before the course begins. ASIA will not accept more than 50% upfront unless the course duration is 25 weeks or less.

c. While not required to pay more than the initial tuition fee (or 50% of the total tuition) before the course starts, students may choose to do so. Any pre-course payments will be reflected on the Confirmation of Enrolments.

d. Remaining **fees (Course Material Fee and Tuition Fee)** can be paid through a payment plan. All students must understand and sign a fee agreement outlining instalment amounts and due dates. Due dates for payment of **fees (Course Material Fee and Tuition Fee)** are clearly appended in the offer letter/student agreement, which every student duly signs and returns to ASIA prior to their enrolment.

e. Students must pay their full **fees (Course Material Fee and Tuition Fee)** for each term by the due date or as specified in their offer letter/agreement, unless an alternative payment plan is agreed upon with the institute.

f. **All fees (Course Material Fee and Tuition Fee)** are payable to the Institute in Australian dollars via bank draft, telegraphic transfer, or other approved payment methods.

g. Students must pay fees directly to ASIA and through ASIA approved agents.

Fee (Course Material Fee and Tuition Fee) Payment and Consequences of Non-Payment

a) If a student's fee **(Course Material Fee and Tuition Fee)** instalment is missed, a friendly email reminder and a first warning letter will be issued 7 working days after the due date. Initial reminders may also be communicated via phone or post.

b) If payment is not received after the first warning letter, and no communication is established with the accounts department, a second warning letter will be issued after 7 working days. Students then have an additional 7 working days to make the payment or request an extension. Students can contact ASIA at 1 300 480 884 for further inquiries.

c) Should outstanding payments for an agreed instalment **(comprising either Course Material Fee or Tuition Fee or both)** remains outstanding after the final notice and/or email, access restrictions will be imposed upon the student in question. These restrictions will entail the imposition of the following sanctions:

1) Cessation of access to institutional resources, including the Learning Management System (LMS alias Moodle), physical classrooms, computer systems, and internet connectivity.

2) Withdrawal of access to enrolment records, academic results, and official academic certificates.

3) Prohibition from attending scheduled classes, which may consequently necessitate the repetition of missed coursework and academic units.

d) Concurrently, a formal "Intention to Cancel Enrolment" notification will be dispatched to the student. The formal cancellation of enrolment will occur following a period of 20 (twenty) working days from the date of the aforementioned final notice.

Students have the right to appeal this decision (see the Complaints and Appeals policy on ASIA's website). During the appeal process (both internal and external), enrolment will remain active.

If a student chooses not to appeal and makes no further payment or contact regarding their debt, their enrolment may be cancelled, and the student reported to the Department of Home Affairs for non-payment of fees.

If a student chooses not to appeal and agrees to pay the outstanding fees, they must pay the full amount plus a late fee of $50 per week.

Additional fees apply for reassessments:

- $300 after two additional attempts.
- $300 to repeat a subject.

Students enrolling in additional courses must pay separate tuition fees as specified for each course.

Tuition fees remain constant as long as a student remains enrolled in the same course. If a student transfers to a different course, the tuition fee for the new course will apply.

Agent's Intervention and/or Extenuating Circumstances

Enrolment cancellation may be deferred for a period of up to two terms if a student's agent intervenes and assumes responsibility on the student's behalf. Furthermore, in the presence of any extenuating circumstances, the Chief Executive Officer retains the discretion to delay enrolment cancellation for a duration of up to two terms.

Important Notes on Fees and Refunds

a) Fee Changes: Fees are subject to change. Contact student administration for updated information.

b) Visa Status Changes: Changes in visa status (e.g., becoming a temporary or permanent resident) do not affect tuition fees. Students will continue to pay full overseas student fees for the duration of their enrolled program.

c) Fee Recovery: ASIA reserves the right to use third-party debt collection services. Associated costs will be charged to the student.

d) Refund Applications: All refund applications should be submitted to the student administration department. Applications will be assessed according to the following procedures.

e) Refund Processing: All refunds are approved by the Administration Officer and paid within the timeframes set out in Section 9 (Refund Timeline).

7. Refund Procedures

All student refunds are conditional and depend on the timing of the course withdrawal notice:

A. COURSE WITHDRAWAL

a) **12+ Weeks Before Start Date:** 100% refund of fees received (excluding the application fee) if written notice is received at least 12 full weeks before the agreed start date.

b) **6-11 Weeks Before Start Date:** 50% refund of fees received (excluding the application fee) if written notice is received between 6 and 11 full weeks before the agreed start date.

c) **5 or Fewer Weeks Before Start Date:** No refund if written notice is received within 5 full weeks or less before the agreed start date.

d) **After Course Start Date:** No refund if written notice is received after the course start date.

e) **Default/Withdrawal After Start Date:** Students are liable for the full tuition fee and no refund will be provided if they default or withdraw after the course/term start date.

f) **enrolment Within No Refund Period:** No refund will be provided if enrolment occurs within the no-refund period (5 full weeks or less) before the agreed start date. For example, if a student enrols 5 weeks before the course start date, they are not eligible for a refund.

g) **Refund Processing Time:** Approved refunds will be paid within 28 days (20 working days) of receiving the student's written notification/claim and signed forms. Refunds are contingent upon the institute receiving the funds (e.g., cleared checks, completed telegraphic transfers).

Clarification on Refund (Example)

The example provided clarifies the no-refund period: if a student enrols within 5 weeks of the course start date, they are ineligible for a refund.

NB 1: Approved refunds are paid within 28 days (20 working days) after the institute receives the written notification/claim and signed forms.

NB 2: The institute must have received the funds before processing the refund (e.g., cleared checks, completed telegraphic transfers)

B. STUDENT DEFAULTS

An overseas student (or intending overseas student) defaults on a course if *they* initiate termination of enrolment under the following circumstances:

1. The student does not start the course on the agreed starting day (and has not previously withdrawn).

2. The student withdraws from the course after the agreed starting day.
3. The institute refuses to provide (or continue providing) the course due to one or more of the following:
    - Non-payment of course fees.
    - Breach of student visa conditions.
    - Student misbehaviour (note: the student is entitled to due process).

A student is *not* considered in default if they fail to start a course on the agreed starting day because the *institute* is in default.

C. VISA REFUSAL REFUNDS

Initial Visa Refusal: If a student's initial visa application or renewal is refused *before* their studies commence, all course fees received (tuition fees and non-tuition fees, including the application fee) will be refunded less the deduction below, in accordance with section 47E of the ESOS Act and the ESOS (Calculation of Refund) Instrument 2024:

Refund Calculation: Total course fees received by the institute before the default day, less the smaller of the following:

- 5% of the total prepaid fees received.
- $500 (Administrative cost).

Students must provide the institute with evidence of the visa refusal.

Visa Refusal After Studies Commence: If a student's visa application is refused *after* their studies have commenced, the refund is calculated as follows:

Refund Calculation: Weekly tuition fee X number of weeks in the default period.

- **Weekly Tuition Fee:** (Total tuition fee for the course / number of calendar days in the course) X 7, rounded up to the nearest whole dollar.
- **Number of Weeks in Default Period:** Number of calendar days from the default day to the end of the payment period / 7.

Visa Refusal After Studies Commence: No refunds are granted if a student's visa is canceled by the Department of Home Affairs due to a breach of visa conditions.

D. PROVIDER DEFAULT

If the institute cannot start or deliver the course (provider default, as defined in Section 4), for any reason, including a government or regulator decision such as a sanction on ASIA, the

cancellation or suspension of the course's registration (including CRICOS registration), or a direction from ASQA or the Australian Government, the student has two options:

1. **Refund:** Receive a refund of all unspent tuition fees (100% of the tuition fees received if the course has not started) within 14 days after the default day, calculated under the ESOS (Calculation of Refund) Instrument 2024, plus a refund of material fees for materials not yet issued. The application fee is non-refundable.
2. **Alternative Course:** Be placed in an alternative course arranged by ASIA, at ASIA or with a different provider, at no extra cost to the student. The student must accept the placement in writing, and this requires signing a new written agreement.

If the student chooses a refund, the institute will calculate the unspent portion of tuition fees and issue the refund within 14 days after the default day (the provider obligation period under ESOS Act s 46D).

ASIA will notify ASQA (the ESOS agency) and the TPS Director in writing, through PRISMS, within 3 business days of the default day (ESOS Act s 46B). ASIA will notify them of the outcome (refund paid or alternative course accepted) within 7 days after the end of the 14-day provider obligation period (ESOS Act s 46F).

If the institute cannot provide a refund *or* an alternative course, the Tuition Protection Service will offer suitable alternative courses (if available). If no alternatives exist, the TPS Director will calculate and provide a refund.

Government suspension or cancellation of a course: where the Australian Government specifies a course as a class of course subject to automatic suspension and cancellation of CRICOS registration (for example, the BSB80120 Graduate Diploma of Management (Learning) from 5 October 2026), students who had not commenced the course before the effective date cannot commence it. ASIA will treat each affected student as a provider default under this section, using the default day advised by the Department of Education, and will discharge its obligations within 14 days after that day.

Where the affected course is part of a packaged enrolment, the student's current course is not cancelled because of the affected course alone. The student must continue to attend and meet course progress requirements in the current course.

Where ASIA has received no tuition fees for the affected course, the refund payable is $0. ASIA will tell the student in writing that it holds no unspent tuition fees for that course, and will still record and report the outcome in PRISMS.

A student who does not accept an alternative course receives the refund in option 1. An acknowledgement form signed by the student does not waive the student's rights under the ESOS Act.

Domestic students: if ASIA cannot start or finish providing the course, a domestic student will be offered placement in an equivalent course at a location suitable to the student, or a refund of the

prepaid fees for services not yet delivered, in accordance with section 18 of the Compliance Standards for NVR RTOs 2025. The application fee is non-refundable.

E. SPECIAL CIRCUMSTANCES

If a student withdraws and returns home due to exceptional and extenuating circumstances (e.g., death or severe illness in the immediate family), they will receive a 100% refund of unspent fees (less application/enrolment fees)

8. REFUND PROCESSES

a. Students must apply for a refund using the Refund Application Form and provide supporting documentation, such as:
   - Completed Course Withdrawal Form.
   - Letter from the Department of Home Affairs regarding visa rejection or refusal to extend.
   - Proof of extenuating circumstances.

b. Refunds are processed within 28 days of the institute receiving the completed refund application and supporting documents.

c. Students can nominate another person to receive the refund on their behalf, as per the Education Services for Overseas Students Act.

9. PAYMENT AND TIMELINE OF REFUNDS

PAYMENT METHOD

Refunds are paid in Australian dollars via bank transfer to the account specified on the student's refund application form. For international bank transfers, the refund amount will be equivalent to the AUD exchange rate on the date of the transfer

REFUND TIMELINE

Refund timelines vary depending on whether the default is by the student or the provider:

- Student Default: Refunds are paid within 28 days (20 working days) of receiving the student's written notification/claim and signed forms.
- Provider Default: Refunds are paid within 14 days after the default day.

Please refer to the course refund table below for details:

ASIA COURSE FEE REFUND TABLE			
Refund circumstances	**Refund of Tuition Fees paid**	**Refund of Material Fees**	**Application/ enrolment Fee**
Withdrawal at least **12** full weeks or more prior to agree start date.	100%	100%	No refund

Withdrawal between **6** to **11** full weeks prior to the agreed Start Date.	50%	100%	No refund
Withdrawal in **5** full weeks or less	No refund	No refund	No refund
Withdrawal after course start date	No refund	No refund	No refund
Course withdrawn by the institute (provider default: course not started or not completed)	Unspent tuition fees (100% if the course has not started), within 14 days of the default day	100% of fees for materials not yet issued	No refund
Application rejected by the institute	100%	100%	No Refund
The course is not provided fully to the student because of a government or regulator decision (provider default), for example a sanction on ASIA, the cancellation or suspension of the course's registration (including CRICOS registration), or a direction from ASQA or the Australian Government.	Unspent tuition fees from the default day, within 14 days of the default day	100% of fees for materials not yet issued	No refund
Visa refused prior to course commencement	Total amount of the pre-paid fees received by ASIA for the course in respect of the student course less the following amount (a) 5% of the total amount of pre-paid fees that the institute received in respect of the student for the course before the default day; or (b) a maximum sum of $500 whichever is lesser	100%	Included in the calculation (no separate deduction)
Visa is refused after commencement of studies due to not meeting visa requirements	The refund amount = weekly tuition fee x the number of weeks in the default period a. The weekly tuition fee = total tuition fee for the course/ number of calendar days in the course x 7. This amount is rounded up to the nearest whole dollar. b. The number of weeks in the default period = number of calendar days from the default day to the end of the period to which the payment relates /7	No refund	No refund
RPL fee	No refund if' Statement of Attainment 'is provided	No refund	No refund
Visa refused due to submission of fraudulent documents by or on behalf of the student	No refund	No refund	No refund
Withdraws from the course without notification or breaches their Visa conditions	No refund	No refund	No refund

Visa cancelled due to actions of the student	No refund	No refund	No refund
Student abandons the course	No refund	No refund	No refund
The institute cancels an enrolment due to serious student misconduct	No refund	No refund	No refund
Note: If a student's enrolment falls within no refund timelines before the agreed start date of the course and the student decides to withdraw from the course, then there will be no refund. For example: If a student enrolls in week 5 before course start date, he/she will not be eligible for refund if student withdraws from the course as enrolment falls in no refund time period of 5 weeks prior to the agreed start date of the course.			

10. STUDENTS' RIGHT TO APPEAL

a) Students refused a refund can appeal the decision in writing to the Complaints and Appeals officer within 14 days, following ASIA's complaints and appeals process.

b) ASIA's internal appeal process does not restrict the student's right to pursue other legal avenues.

c) The written agreement (between ASIA and the student) and the right to make complaints and appeals do not affect any rights the student may have under Australian Consumer Law, if applicable.

11. Publication

This policy, upon approval, will be available to staff through ASIA SharePoint (OneDrive) and to students upon request or via the ASIA website.

12. Review Process

The policy will be reviewed biennially by the CEO/Academic Manager.

Appendix 1

Refund Application form

Student's Personal details:			
Full Name			
Student ID:			
Course Code and Name			
Start date of study		**End date of study**	
Address:			
Phone no:		**Mobile**	
Email:			

Please tick the reason for request below:

I wish to apply for a refund for my tuition fees paid for course described above.

☐ Work Commitments
☐ Medical Grounds
☐ Staff quality inadequate
☐ Transferred to another provider (provide admission documents)
☐ Others; Please Specify _____
☐ Financial Circumstances
☐ Insufficient study resources and facilities
☐ Transferred to another course within ASIA
☐ Medical reasons
☐ Visa Cancellation

(Note: No withdrawal will be approved unless all outstanding fees are paid.)

International students must state the reason for withdrawing from a course at Astral Skills Institute of Australia (ASIA). ASIA is obliged to report the withdrawal and the reason through PRISMS, and this information is shared with the DHA (Department of Home Affairs).
All supporting documents should be attached to this form. Please refer to the Refund Policy for any applicable refunds.

Additional Comments (If any):

_____

_____

_____

_____

_____

_____

ASIA COURSE FEE REFUND TABLE

Please Tick	Refund circumstances	Refund of Tuition Fees paid	Refund of Material Fees	Application/enrolment Fee
☐	Withdrawal at least **12** full weeks prior to agree start date.	100%	100%	No refund
☐	Withdrawal between **6** to **11** full weeks prior to the agreed Start Date.	50%	100%	No refund

☐	Withdrawal in **5** full weeks or less	No refund	No refund	No refund
☐	Withdrawal after course start date	No refund	No refund	No refund
☐	Course withdrawn by the institute (provider default: course not started or not completed)	Unspent tuition fees (100% if the course has not started), within 14 days of the default day	100% of fees for materials not yet issued	No refund
☐	Application rejected by the institute	100%	100%	No Refund
☐	The course is not provided fully to the student because of a government or regulator decision (provider default), for example a sanction on ASIA, the cancellation or suspension of the course's registration (including CRICOS registration), or a direction from ASQA or the Australian Government.	Unspent tuition fees from the default day, within 14 days of the default day	100% of fees for materials not yet issued	No refund
☐	Visa refused prior to course commencement	Total amount of the pre-paid fees received by ASIA for the course in respect of the student course less the following amount (a) 5% of the total amount of pre-paid fees that the institute received in respect of the student for the course before the default day; or (b) a maximum sum of $500 whichever is lesser	100%	Included in the calculation (no separate deduction)
☐	Visa is refused after commencement of studies due to not meeting visa requirements	The refund amount = weekly tuition fee x the number of weeks in the default period a. The weekly tuition fee = total tuition fee for the course/ number of calendar days in the course x 7. This amount is rounded up to the nearest whole dollar. b. The number of weeks in the default period = number of calendar days from the default day to the end of the period to which the payment relates /7	No Refund	No refund
☐	RPL fee	No refund if' Statement of Attainment 'is provided	No refund	No refund
☐	Visa refused due to submission of fraudulent documents by or on behalf of the student	No refund	No refund	No refund

☐	Withdraws from the course without notification or breaches their Visa conditions	No refund	No refund	No refund
☐	Visa cancelled due to actions of the student	No refund	No refund	No refund
☐	Student abandons the course	No refund	No refund	No refund
☐	The institute cancels an enrolment due to serious student misconduct	No refund	No refund	No refund

Note: If your enrolment falls within no refund timelines before the agreed start date of the course and you decide to withdraw from the course, then there will be no refund.

For example: If a student enrolls in week 5 before course start date, he/she will not be eligible for refund if student withdraws from the course as enrolment falls in no refund time period of 5 weeks prior to the agreed start date of the course.

Please approach the administration department for approval on this application prior to final submission.

Students can specify person(s), other than themselves who can receive a refund in respect of the student identified in the written agreement, consistent with the ESOS.	
Full name of person authorized receive refund on behalf of you	
Address and contact detail of authorized person	

Student Declaration			
☐ I have read and understood the policies and procedure for refund at Astral Skills Institute of Australia (ASIA). ☐ I am aware about the terms and conditions applied with the amount of refund received by me as mentioned in the ASIA's Refund policy. ☐ I have been informed and understand that withdrawing from this course might affect my Visa status. I have been informed to contact DHA for any visa related queries.			
Student's Signature		***Date***	

For Office use only

Events	Signature	Date
Request received		
Refund Application Processed by:		

Operation Manager approval		
Decision Granted ☐ Yes ☐ No		
Entered PRISMS (If yes)		
Entered Student Management System (If yes)		