

<b>Department</b>	Vocational Education and Training	
<b>Quality Controlled Document No. &amp; Title</b>	ESOS_5.0	Fee and Refund Policy and Procedure
<b>Version</b>	5.1 (01 June 2026)	
<b>SRTOs 2025 ESOS National Code 2018 ELICOS Standards 2018</b>	Standard 2.1 Standards 2.1.7 and 3.4 Standard N/A	



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<b>Distribution</b>	Internal	Administration Students
	External	Prospective students

## 1.0 Purpose

1.1 This policy and associated procedures outline St Peter Institute’s approach to the effective and fair management of fees, charges and refunds. This ensures that support is provided to students to assist them to complete their studies.

1.2 This policy and associated procedures meet the requirements of the Standard 2.1 of the Standards for RTOs 2025, Standards 2 and 3 of the National Code of Practice for Providers of Education and Training to Overseas Students 2018, as well as the ESOS Act 2000, the *Education Services for Overseas Students (Calculation of Refund) Instrument 2024*, and the *Education Services for Overseas Students Regulations 2019*.

1.3 St Peter Institute is committed to providing students with information about all fees and charges associated with a course, as well as its refund policy and processes. Prospective students can access information about fees and charges and refunds in the International Student Handbook and Course Guide.

## 2.0 Information about fees and charges

2.1 Enrolling students are fully informed of all fees and charges and the refund policy in the Offer Letter and Student Agreement. The Offer Letter and Student Agreement includes details of all applicable fees and charges, including the application fee, tuition and non-tuition fees and the payment schedule for such and payment options. It also describes the student’s consumer rights, including the right to a cooling off period depending on the relevant state/territory requirements.

2.2 Students are advised of the potential for fees and charges to change over the duration of their course. Students are advised of any statutory cooling off period in their Offer Letter and Student Agreement. All fees and charges will be reviewed annually and all marketing material and student information will be updated accordingly. New fees and charges will generally only apply to incoming students.

2.3 Fees that may apply in addition to tuition and non-tuition fees include:

a) Change of COE details (On student request) .....	\$50
b) Re-issue of Letter of Offer .....	\$0
c) Overdue tuition fee per week .....	\$75
d) Deferment of Enrolment.....	\$250
e) Re-Assessment 3rd Attempt .....	\$350
f) Re-enrolment of unit fee after 3rd attempt or non-attendance at first.....	\$350
g) New Enrolment & Re-enrolment fee .....	\$300
h) Holiday Reference Letter (1st Free).....	\$20
i) Enrolment/Attendance Letter (1st free).....	\$20
j) Leave Letter (one free on every term break).....	\$20
k) Invitation letter for Family Members .....	\$20
l) Release Letter (Subject to approval).....	\$0
m) Record extraction after 1 year of completion (one free per year).....	\$10
n) Re-issuing of Certificate/Transcripts .....	\$50
o) Student ID Card .....	Free
p) Re-issue of Student ID Card (Lost/Stolen).....	\$20
q) RPL Application Fee (non-refundable).....	\$300
r) RPL Assessment Fee per unit .....	\$500
s) Credit Transfer Applications for same Units.....	\$Nil
t) Credit Transfer Applications for superseded Units.....	\$10 per Unit maximum fee \$50

\* *Education Services for Overseas Students Regulations 2019* (v 16 December 2025) s 7

### 3.0 Fee Protection

3.1 Course fees for a course is the sum of:

- (a) the tuition fees received by the provider in respect of the student; and
- (b) the non-tuition fees (if any) received by the provider in respect of the student, as defined in section 7 of the ESOS Regulations 2025\*, can include costs such as:

- Books or equipment sold to the student
- Overseas Student Health Cover (OSHC)
- Administrative or enrolment-related fees
- Accommodation costs
- Fees associated with assisting a student to apply for or hold a visa

3.2 Fees paid by students are protected as follows:

- 3.2.1 Domestic students: students pay up to a maximum of \$1,500 in advance for services not yet provided. These fees are deposited into a dedicated bank account and are referred to as the 'Protected Amount', where the current balance must be sufficient to refund student fees paid in advance and not yet spent.
- 3.2.2 International students: international student fees are protected through the following mechanisms:
- 3.2.2.1 Maintaining a sufficient amount in St Peter Institute's account so that so that it is able to repay all tuition fees already paid, and not yet spent on providing tuition.
- 3.2.2.2 Through membership of the Tuition Protection Scheme (TPS). The role of the TPS is to assist international students where the Registered Training Organisation is unable to fully deliver their course of study. The TPS ensures that international students are able to either complete their studies in another course or with another education provider or receive a refund of their unspent tuition fees.
- 3.2.2.3 In addition, international students are not required to pay more than 50% of course fees prior to commencement, except where a course is less than 26 weeks. However, any international student may choose to pay their fees in full or a greater amount than 50%.

### 4.0 Payments

4.1 Payment options are specified in the Offer Letter and Student Agreement.

All fees and charges are to be paid by the date indicated on the invoice. However, where a student is unable to make a payment by the specified date, alternative arrangements may be made by contacting the office.

All payments are to be made by bank transfer into a specified account, the details of which are provided to students. St Peter Institute will maintain a sufficient amount in the account so that it is able to repay all tuition fees already paid.

4.1 Where fees are overdue and the student has not made alternative arrangements, a late payment fee of \$75.00 per month shall be payable. The Institute shall issue a first warning, second warning and notice of intention to report regarding non-payment of fees as follows:

- 4.1.1 First warning letter: failing to pay an invoice within 5 days from the due date of the invoice provided with the second warning letter or contacting St Peter Institute to make alternative arrangements.
- 4.1.2 Second warning letter: failing to pay an invoice within 5 days from the due date of the invoice provided with the second warning letter or contacting St Peter Institute to make alternative arrangements.
- 4.1.3 Notice of intention to report: failing to pay an invoice within 5 days from the due date of the invoice provided with the second warning letter or contacting St Peter Institute to make alternative arrangements.

4.2 Following cancellation of enrolment due to non-payment of fees, the debt will be referred to a debt collection agency. All receipts of payments are kept for a minimum of 2 years following the student's completion of their course.

### 5.0 Credit Transfer and RPL (VET Students only)

5.1 A reduction of fees can apply for any units granted through credit transfer and RPL. The course tuition fees should be divided by the number of units and then the reduction applied per unit for the applicable number of units. This should be shown on the invoice. There is no fee for processing Credit Transfer applications, except where the Unit(s) have been superseded and equivalency needs to be determined.

\* *Education Services for Overseas Students Regulations 2019* (v 16 December 2025) s 7

## 6.0 Refunds

6.1 Refunds for international students are calculated in accordance with the ESOS framework, specifically the *Education Services for Overseas Students (Calculation of Refund) Instrument 2024* and the *Education Services for Overseas Students Regulations 2019*.

6.2 In case of provider default, after course commencement), the statutory refund calculation explicitly focuses on the unspent portion of tuition fees only, and excludes non-tuition fees. Also, where a student defaults, refunds will not include refunds of non-tuition fees.

6.3 All RPL application fees are non-refundable except where St Peter Institute cancels a course prior to commencement due to insufficient numbers or other unforeseen circumstances, including a sanction being imposed on St Peter Institute.

6.4 Where St Peter Institute cancels a course either before or after commencement, students will receive an automatic refund and do not need to complete the Refund Application Form. This will be provided within 10 working days of the default. In all other circumstances, students are required to complete a Refund Application Form which can be accessed from our office. This form must be submitted within 10 working days of the event that led to the request for the refund. The outcome of the refund assessment will be forwarded to the student in writing within 20 working days, as well as any applicable refund.

6.5 Refunds will be paid to the person or entity from whom the original payment was received and in Australian Dollars. The refund policy does not remove the right of the student to take further action under Australian Consumer Law. In addition to the above circumstances, refunds for domestic students will be calculated as follows:

<b>DOMESTIC STUDENTS</b>	
<b>CIRCUMSTANCE</b>	<b>REFUND DUE</b>
St Peter Institute cancels course before commencement due to insufficient numbers or other unforeseen circumstances, including a sanction being imposed on St Peter Institute (known as provider default).	Provider default.  Full refund of all fees.
St Peter Institute cancels course due to unforeseen circumstances, including a sanction being imposed on St Peter Institute (known as provider default).	Provider default.  Enrolment fee not refunded.  Full refund of all unspent fees calculated as follows:  SPI tuition fee multiplied by the weeks in the default period (calculated from the date of default).
Student withdraws up to 4 weeks prior to course commencement.	Student default.  Enrolment Fee, Administration Fee, Material Fees and any other non-tuition fees shall not be refunded.  5% of the tuition fees initially paid or \$500 (whichever is higher) will be deducted from the total tuition fees paid at the time of admission.  Remaining tuition fees shall be refunded.
Student withdraws less than 4 weeks prior to course commencement.	Student default.  No refund.
Student withdraws after commencement.	Student default.  No refund.  Fees for full study period (term) to be paid.
Student's enrolment is cancelled due to disciplinary action.	Student default.  No refund.  Fees for full study period (term) to be paid.

<b>DOMESTIC STUDENTS</b>	
<b>CIRCUMSTANCE</b>	<b>REFUND DUE</b>
The student has supplied incorrect or incomplete information causing St Peter Institute to withdraw the offer of the course prior to commencement.	Student default.  No refund.  Fees for full study period (term) to be paid.

Refunds for international students are calculated according to the **Procedures for ESOS Fee Refund Calculations**:

<b>INTERNATIONAL STUDENTS</b>	
<b>CIRCUMSTANCE</b>	<b>REFUND DUE</b>
St Peter Institute cancels course before commencement.	Provider default.  Full refund of all fees.
St Peter Institute cancels course following commencement.	Provider default.  Full refund of all unspent fees.
St Peter Institute has not provided an Offer Letter and Student Agreement that meets the requirements of the National Code 2018.	Provider default.  Full refund of all unspent fees.
Student withdraws up to 4 weeks prior to course commencement.	Student default.  Enrolment Fee, Administration Fee, Material Fees and any other non-tuition fees shall not be refunded.  5% of the tuition fees initially paid or \$500 (whichever is higher) will be deducted from the total tuition fees paid at the time of admission.  Remaining tuition fees shall be refunded.
Student withdraws less than 4 weeks prior to course commencement.	Student default.  No refund.
The student does not commence on the agreed start date and has not previously withdrawn.	Student default.  No refund.  Fees for full study period (term) to be paid.
Student withdraws after commencement.	Student default.  No refund.  Fees for full study period (term) to be paid.
Student's enrolment is cancelled due to disciplinary action.	Student default.  No refund.  Fees for full study period (term) to be paid.
Student breaches a visa condition.	Student default.  No refund.  Fees for full study period (term) to be paid.
The student has supplied incorrect or incomplete information causing St Peter Institute to withdraw the offer of the course prior to commencement.	Student default.  No refund.  Fees for full study period (term) to be paid.
The student is refused a visa because they did not start their course at the agreed location on the agreed starting day or they withdrew from their course or they did not pay an amount due.	Student default.  No refund.  Fees for full study period (term) to be paid.

<b>INTERNATIONAL STUDENTS</b>	
<b>CIRCUMSTANCE</b>	<b>REFUND DUE</b>
<p>The student is refused a visa and therefore does not commence their course on the agreed starting day or withdraws from the course on or before the agreed starting day because of the visa refusal.</p>	<p>Student default.</p> <p>The refund amount is calculated as follows:</p> <p>The total amount of all course fees (tuition and any non-tuition fees) received before the default day minus either 5% of the amount of course fees or \$500 – whichever is the lesser amount.</p>
<p>The student is refused a visa and has already commenced their course.</p>	<p>The refund amount is calculated as follows:</p> <p>The weekly tuition fee x weeks in the default period.</p> <p><i>As an example, to illustrate this, Raj is studying a 40-week course. Each term is 10 weeks. The total fees for Raj's course are \$10,000 in course fees and \$500 in material fees. Raj pays the first term's course fees of \$2,500 plus the material fee of \$500. However, Raj completes 2 weeks (14 days) of his course but then has his visa refused.</i></p> <p><i>The weekly course fees for this course amount to \$250 per week.</i></p> <p><i>The number of weeks in the default period is 8 weeks (56 days) i.e., to the end of the first term.</i></p> <p><i>Raj is therefore eligible to receive a refund of \$2,000 i.e., the weekly course fees of \$250 x the number for weeks in the default period of 8 weeks. Raj won't be eligible to have the material fees refunded.</i></p>

## 7.0 FINANCIAL MANAGEMENT PROCEDURES

<b>1.0 Processing Invoices</b>	
1.1	Set up invoices in the accounting system as per the payment schedule in the signed Offer Letter and Student Agreement.
1.2	Send out invoices to students according to the payment schedule.
1.3	Once the invoice has been paid, send out a receipt of payment from the accounting system.
1.4	Record payment in PRISMS following recording payment instructions included in the PRISMS user guide.
1.5	Keep all receipts of payments for a minimum of 2 years after the student has completed their course.
<b>2.0 Managing Overdue Fees</b>	
2.1	Check accounting system for overdue payments.
2.2	Send out a payment reminder through the accounting system for overdue fees. Give a further 5 days for payment.
2.3	Where invoices remain unpaid following the reminder, a late fee of \$75.00 per month is incurred by the student, and send out a First Warning Letter for Non-Payment of Fees.
2.4	If fees remain unpaid after a further 5 days, , a late fee of \$75.00 per month is incurred by the student, follow up with a Second Warning Letter for Non-Payment of Fees.
2.5	If fees remain unpaid after a further 5 days, , a late fee of \$75.00 per month is incurred by the student, follow up with a Notice of Intention to Report for Non-Payment of Fees.
2.6	Where the student does not pay their fees and does not appeal the decision, report provider decision to cease enrolment for non-payment of fees on PRISMS within 31 days of the withdrawal being processed and according to the instructions provided in the PRISMS user guide.
<b>3.0 Processing Refunds</b>	
3.1	For provider default notify students in writing using the Student Notice of Default Form within 3 working days of the default occurring.
3.2	Transfer the refund to the person who made the payment or another account nominated by the student in writing.
3.3	Process all other refunds according to the refund table and on receipt of a request for refund from a student on Application for Refund form.
3.4	Update the accounting system with details of payments made.
3.5	In case of visa refusal, complete notification in PRISMS that the refund has been processed within 5 weeks of the date the visa was refused.
<b>4.0 Notification of Provider Default</b>	
4.1	In relation to provider default, notify in writing ASQA and the TPS of the default within 3 working days of it occurring using the Notice of Provider default form.
4.2	Submit a Notice of Discharge of Obligations to ASQA and the TPS advising of the actions taking and within 7 days of completing all required actions.
4.3	In relation to provider default, notify in writing to ASQA and the TPS of the default within 3 working days of it occurring using the Notice of Provider default form.
<b>5.0 Maintaining the Protected Amount</b>	
5.1	SPI maintain a dedicated bank account solely for collecting tuition fees from our students.
5.2	SPI use other bank accounts to make payments for commissions, payroll, statutory dues and organizational expenses.
5.3	Amount in excess of pre-paid tuition fees in the dedicated bank account are periodically transferred to other accounts to cover various expenses.
5.4	A student ledger is created aligning with the details specified in the admission agreement signed by the student. This agreement outlines course details, tuition fees, registration and material fees (if applicable), and the fee schedule.
5.5	SPI input the instalment information from the admission agreement into our CRM software, specifying when fees are due from the student.
5.6	Tuition fees are primarily collected through electronic payment methods, including bank transfers and EFTPOS for card payments.
5.7	Upon payment receipt from the student, the corresponding amount is adjusted against their upcoming instalments.
5.8	Monthly report generation process
5.8.1	On a monthly basis, we generate the Provider Protected Amount report from PRISMs, which contains pre-paid course fees as of the last day of each month.
5.8.2	SPI use this report to reconcile the pre-paid fee amounts with the actual bank balances in our dedicated tuition fee collection account and the EFTPOS account.
5.8.3	This reconciliation helps determine the excess amount available in the account, which can be used for other institutional purposes.
5.9	On a monthly basis, the report and reconciliation findings are discussed with the management team to gain their insights and make informed financial decisions.

### Responsibilities

The Finance Manager, in consultation with the SSO and RTO Manager, is responsible for issuing invoices, following up on overdue fees and issuing warning letters and a cancellation notice for non-payment of fees and issuing refunds.

The RTO Manager and Finance Manager are responsible for discussing and adjusting student financial arrangements if required, assessing refund applications and approving refund payments.

The CEO is responsible for provider default notification.

The Finance Manager and the CEO are responsible for maintaining the dedicated tuition fee bank account.

## Appendix: Procedures for ESOS Fee Refund Calculations

### Education Services for Overseas Students (Calculation of Refund) Instrument 2024.

1. For the purposes of this instrument, the weekly tuition fee in relation to a course provided or to be provided by a registered provider to a student means the tuition fee calculated as follows:

$$\text{weekly tuition fee} = \frac{\text{total tuition fees for the course}}{\text{number of calendar days in the course}} \times 7$$

If the fee calculated is not a whole dollar amount, round the fee up to the nearest whole dollar.

2. For the purposes of this instrument, the weeks in default period means the number of weeks in relation to a course:

- (a) during which a registered provider or a student defaulted; and
- (b) for which the provider received payment of tuition fees in respect of the student;

and calculated as follows:

$$\text{weeks in default period} = \frac{\text{number of calendar days from the default day to the end of the period to which the payment relates}}{7}$$

3. 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:

$$\text{refund amount} = \text{weekly tuition fee} \times \text{weeks in default period}$$

4. Method for working out amount of refund if provider does not enter into compliant student default agreement

For the purposes of subsection 47E(2) of the Act, if a registered provider is required to provide a refund to a student under subsection 47E(1) of the Act because the provider has not entered into an agreement with the student that meets the requirements of section 47B of the Act, the amount of a refund is calculated as follows:

$$\text{refund amount} = \text{weekly tuition fee} \times \text{weeks in default period}$$

5. Method for working out amount of refund in event of student visa refusal

(1) 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, and the provider is not required to pay a refund to the student because of subsection 47D(5) of the Act, the amount of a refund is calculated as set out in subsections (2) and (4).

(2) If the student was refused a student visa and the refusal caused the student to fail to start the course at the location on the agreed day, consistent with subparagraph 47D(5)(b)(i) of the Act, the amount of a refund is calculated as the amount of the course fees, minus the lesser of the following amounts:

- (a) 5% of the amount of course fees received by the provider in respect of the student before the default day;
- (b) \$500.

(3) For the purposes of subsection (2), the course fees for a course is the sum of:

- (a) the tuition fees received by the provider in respect of the student; and
- (b) the non-tuition fees (if any) received by the provider in respect of the student.

(4) If the student was refused a student visa and the refusal caused the student to withdraw from the course at that location, or fail to pay an amount that they were liable to pay the provider to undertake the course, consistent with subparagraphs 47D(5)(b)(ii) and (iii) of the Act, the amount of a refund is calculated as follows:

$$\text{refund amount} = \text{weekly tuition fee} \times \text{weeks in default period}$$