

FEES MANAGEMENT AND REFUND POLICY & PROCEDURE

Introduction

This policy outlines the Kings Own International College (KOIC)'s approach to providing students with clear, transparent, and equitable procedures relating to course withdrawal and the refund of fees. It supports the organisation's commitment to financial integrity, student protection, and regulatory compliance in line with the Standards for Registered Training Organisations (RTOs) 2025, Education Services for Overseas Students (ESOS) Act 2000, National Code 2018. KOIC is committed to transparency, fairness, and compliance in all financial dealings with students. This policy ensures KOIC's compliance with financial management and refund standards while safeguarding student interests.

Purpose

The purpose of this Fees Management and Refund Policy is to establish clear and transparent guidelines for refunding fees to students enrolled in programs and courses offered by KOIC. This policy is designed to protect the rights and interests of students while maintaining the financial integrity of the organisation.

This policy seeks to:

- Foster transparency and fairness in all financial transactions with students.
- Align with legislative and regulatory requirements.
- Protect the rights of both students and KOIC through clear processes and procedures.
- Promote consistency in fee-related matters across the organisation.

Students have the right to withdraw from their course or request a refund at any time. Similarly, KOIC reserves the right to suspend or cancel a student's enrolment under defined circumstances, such as serious misconduct. In all cases, this policy ensures decisions are communicated clearly, recorded appropriately, and handled fairly with respect to procedural fairness and appeal rights.

The policy also ensures compliance with key obligations under the Standards for RTOs 2025, including the requirement that students receive sufficient and accurate information about fees, refunds, and enrolment terms (Standard 2.1), and that processes for managing changes to enrolment or course status are fair, accessible, and comply with all relevant legislation and regulatory requirements, as required under Standard 4.1.

Further, this policy embeds safeguards aligned with Clause 19 of the Compliance Requirements by limiting upfront payments to no more than \$1,500 unless protected through approved mechanisms. It provides guidance on the treatment of tuition and non-tuition fees, timelines for processing refunds, and issuing Statements of Attainment upon withdrawal.

This policy is also supported by the Complaints and Appeals Policy, Course Completion and Certificate Issuance Policy, and Student Code of Conduct Policy, forming part of KOIC's broader commitment to accountability, student protection, and the continuous improvement of services.

KOIC reserves the right to update its fees, conditions, and related policies, ensuring students are informed in advance, except where changes affect students who have commenced their course.

Scope

This policy applies to all students enrolled in nationally recognised training courses delivered by KOIC, and across all

modes of delivery. It also applies to prospective students where fees have been paid in advance of formal enrolment.

Policy Statement

This Fees Management and Refund Policy ensures fairness, transparency, and regulatory compliance in the management of student fees and refund processes. It aligns with the Standards for RTOs 2025, relevant legislative requirements, and principles of consumer protection.

KOIC limits upfront fees to a maximum of \$1,500 to safeguard student interests in accordance with Clause 19 of the Compliance Requirements. All students are provided with a Schedule of Fees and Charges during pre-enrolment, outlining the total course cost, payment arrangements, incidental fees, and refund eligibility for each component (e.g. tuition, learning resources, optional services), ensuring compliance with National Code 2018 and Outcome Standard 2.1 (c)(iii).

All tuition-fee amounts, payment schedules, and refund/cancellation conditions in this policy are also embedded in KOIC's standard Written Agreement template, meeting the disclosure requirements of National Code 2018 Standard 3.

Refunds will be issued under the following circumstances:

1. Provider default before course commencement

A full refund of all fees paid, including the enrolment application fee, will be issued if:

- KOIC cancels the course prior to the scheduled start date, or
- KOIC reschedules the course to a time that the student confirms is unsuitable.

2. Provider default after course commencement

If a course is discontinued or cannot be delivered due to circumstances beyond KOIC's control, KOIC will refund the unused portion of tuition fees on a pro-rata basis, calculated from the units or weeks of training not delivered.

3. Visa refusal before course commencement

Where an overseas student's visa application is refused before the course start date, KOIC will refund the tuition fees paid minus the lesser of 5 % of the total tuition fee or AUD \$500, in accordance with section 47E of the ESOS Act 2000.

The enrolment application fee remains non-refundable.

4. Student withdrawal 28 days or more before the scheduled start date

Written withdrawals received 28 calendar days or more before commencement attract a refund of 80 % of tuition fees paid.

Application, materials and OSHC fees are non-refundable.

5. Student withdrawal fewer than 28 days before the scheduled start date

Written withdrawals received less than 28 calendar days before commencement attract a refund of 50 % of tuition fees paid.

Application, materials and OSHC fees are non-refundable.

6. Withdrawal on or after course commencement

No refund is payable once the course has commenced. Students remain liable for the full course fee unless KOIC fails to fulfil its service agreement, in which case the provider-default provisions in Clauses 1 and 2 apply.

7. No refund in cases of non-completion or misconduct

No refund will be granted to students who:

fail to achieve competency or do not complete the course requirements, or
are withdrawn from the course due to serious misconduct under the Student Behaviour Policy.

Non-refundable items: (unless Clause 1 or 2 applies)

- enrolment application fee
- Overseas Student Health Cover once arranged, and
- any materials or administrative fees already incurred.

The Chief Executive Officer may, at their discretion, approve a refund in exceptional cases where extenuating or significant personal circumstances can be demonstrated.

Students with any questions about their refund eligibility should contact the Student Services Officer in the first instance.

Definitions

Australian Consumer Law	National legislation outlining consumer rights and obligations. Under ACL, students are entitled to a refund or remedy if services do not meet consumer guarantees.
Application Fee	A non-refundable fee for processing student applications.
Cancellation	The formal termination of a student's enrolment by the RTO, either initiated by the student or the RTO due to defined circumstances (e.g. misconduct)
Course Commencement Date	The scheduled start date of a course as outlined in the enrolment agreement or confirmation of enrolment.
Extenuating Circumstances	Unforeseen or exceptional personal situations beyond the control that may justify a discretionary refund (e.g. serious illness or bereavement)
Misconduct	Breaches of the Student Code of Conduct Policy, including academic dishonesty, harassment or damage to property that may lead to cancellation of enrolment and forfeiture of fees.
Tuition Fees	Fees directly associated with course delivery and assessment services.
Non-Tuition Fees	Additional fees such as material costs, re-assessments and administrative services.
Prepaid Fees	Monies paid by a student before training and assessment services are delivered. Under the Standards for RTOs 2025, no more than \$1,500 may be collected in advance unless approved protections are in place.
Provider Default	Circumstance where KOIC is unable to deliver the course as agreed.
Schedule of Fees and Charges	A document provided to students prior to enrolment outlining tuition fees, resource costs, payment terms and refund eligibility.
Statement of Attainment	A formal certificate issued to a student who has successfully completed on or more units of competency from a training package qualification.
Student Default	Circumstances where a student breaches their agreement and fails to commence, withdraws without notice, or breaches visa or course conditions.

Tuition Fees	Fees charged for the delivery of training and assessment services.
Tuition Protection Service (TPS)	A safety mechanism to protect international student fees and ensure course continuity.
Withdrawal	A student-initiated process to discontinue a course or unit of study before or after commencement.

Regulatory and Legislative Requirements

- Australian Consumer Law
- ELICOS Standards 2018
- ESOS Act 2000
- ESOS National Code 2018: Standard 2.1.7 & 3
- NEAS Quality Assurance Framework: QA E
- NVR Act 2011
- Standards for RTOs 2025: Quality Area 2 – VET Student Support, Outcome Standard 2.1(c) iii and Compliance Requirements, Division 3, Clause 18
- Credential Policy
- Department of Education PRISMS User Guide

Fees Management and Refund Procedure

1. Payment of Fees

KOIC ensures compliance with financial regulations regarding the collection of tuition fees.

- KOIC will not receive more than \$1500 AUD of the student's total tuition fee for a course before the student begins the course unless the course has only one study period which is 24 weeks or less, in which case 100% of total tuition fees can be received.
- KOIC will not require any remaining fees earlier than two (2) weeks before the start of the student's second study period.
- A student may voluntarily pay earlier than two weeks but is not required to do so
- An exception to these two (2) weeks rule is if the fees are in relation to the first study period, or if it is a debt.
- After the first study period, KOIC has no restrictions on when or how much tuition fees it can collect. However, students are still responsible for ensuring timely payment of their fees as per the payment schedule agreed to in their written agreement.

2. Cooling-Off Period

A 10-day cooling-off period is offered from the time the student signs the Written Agreement and makes the initial payment. If the student withdraws during this period, a full refund of tuition fees will be provided, less the application fee.

3. Fee Protection

KOIC does not require any student to pay more than \$1,500 in advance of services being delivered. Any additional amounts are only invoiced once the student has commenced the course and received a proportionate amount of the training and assessment services. This ensures compliance with Clause 18 of the Compliance Requirements and protects students from financial risk.

In accordance with Section 29(3) of the ESOS Act, KOIC ensures that all prepaid tuition fees are securely held in a designated bank account until the student commences their course, as outlined in the *KOIC Tuition Protection Service (TPS) Policy and Procedure*.

Eligible pre-commencement refunds are processed through fund transfers from the student fees account to the operational account. Direct payments from the student fees account are disabled under current practice. KOIC's participation in the Tuition Protection Service (TPS) ensures additional financial security for student fees.

If a refund request is not received within six (6) months of the event which qualifies the student for a refund, the student will forfeit their right to a refund.

4. Refunds

Refunds will be processed under the following conditions:

Scenario	Refund Amount
Visa refused before course commencement	Refund calculated in accordance with the ESOS Act: Course fees paid minus the lesser of 5% of course fees or \$500 (less application fee).
Withdrawal > 28 days before course start	80% of tuition fees (less application fee)
Withdrawal < 28 days before course start	50% of tuition fees (less application fee)
Withdrawal after course commencement	No refund
Provider default before course commencement	100% refund of all fees paid, including application fee
Provider default after course commencement	Refund of unused portion or transfer to another provider.

Non-Refundable Items

- Application fee – except where the provider cancels or reschedules the course prior to commencement
- Overseas Student Health Cover (OSHC) once the policy has been arranged
- Materials and administrative fees already incurred.

5. Withdrawal and Refund Process

Students may choose to withdraw from a course or unit of study at any time by submitting a written withdrawal request. The withdrawal must be submitted using the **Deferment of Suspension Request Form** and should include the reason for withdrawal and the effective date. KOIC will acknowledge all withdrawal requests within 3 business days.

Where appropriate the CEO or delegate will contact the student to discuss alternate arrangements to course withdrawal:

- continue with their enrolment by providing them with additional learning support or
- defer the course to a later date

Refund eligibility will be assessed in accordance with the refund clauses in this policy. Students who have completed units of competency will be issued a Statement of Attainment for units where competency has been achieved and all fees are paid. Certification will be issued within 30 calendar days in accordance with the Credential Policy.

The Kings Own International College (KOIC) will issue refunds in advance of payment of tuition fees within 28 days before course commencement when:

- A student's visa application is rejected by the Department of Home Affairs (DHA), and the student does not commence the course or withdraws before the agreed starting day, the refund will be calculated in accordance with Section 47E of the ESOS Act and the associated legislative instrument. The refund amount will be the course fees paid, minus the lesser of:
 - 5% of the course fees received by the institute before the default day; or
 - \$500.The official visa refusal letter from DHA must be provided as evidence to process the refund. This approach ensures compliance with the ESOS Act requirements.
- If you withdraw from your course 28 days or more prior to the commencement of your course (commencement of course is defined in this policy and procedure as the course start date as per the original Application Form submitted by the student or an agent and not subsequent enrolment changes to the starting date), 80% of your tuition fee will be refunded.
- If you withdraw from your course less than 28 days prior to the commencement of your course, 50% of your tuition fee will be refunded.
- If you applied for a visa extension and it was not granted by DHA; the unused tuition fees are refunded in full.
- If you are a current student and withdraw in writing 28 days or more prior to the commencement of the following term KOIC shall refund the unused tuition fees.
- If a student is provisionally enrolled, on condition of achieving evidence of acceptable English Language Proficiency, and the student cannot achieve the required level, all tuition fees and charges corresponding to the course will be refunded less a charge of \$300 AUD cancellation fee.

Steps in the Process

To apply for a refund – the KOIC Refund Application Form – must be completed by the student or approved agent and submitted to the Student Services Officer (SSO).

Students whose enrolment is terminated due to misconduct, as defined in the Student Code of Conduct Policy, are not eligible for a refund of fees paid. Appeals may be submitted under the Complaints and Appeals Policy.

Students who are unhappy with KOIC's arrangements for the collection and refunding of fees paid are entitled to lodge a complaint. This should occur in accordance with KOIC's Complaints and Appeals Policy and Procedure.

The Kings Own International College (KOIC) will not issue refunds for:

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- Application fees, and non-tuition fees such administrative / materials fees
- If you withdraw from your course after the course has commenced
- If you withdraw from your course not in accordance with your visa obligations and behaved not in good faith
- Change in student's work hours
- Inconvenience of travel to class
- Moving interstate or overseas
- Job changes or retrenchment
- Students who leave before completing the course &/or qualification
- If a student becomes a permanent resident of Australia during the program. No guarantees of university or other pathway places will apply to such students
- If DHA has rejected your student visa application based on their finding that you have supplied fraudulent documents along with your student visa application.

Eligible refunds will be refunded within 28 days of receipt of written notification. KOIC will provide the student a statement that explains how the amount has been worked out.

Refunds will only be given to the person who paid the tuition fees. Refunds will be made in Australian Dollars to the account specified in the refund application

The written agreement, and the right to make complaints and seek appeals of decisions and action under various processes, does not affect the rights of the student to take action under the Australian Consumer Law if the Australian Consumer law applies.

6. Student Defaults

Student default occurs when a student fails to commence, withdraws without notice, or breaches visa or course conditions.

- **Voluntary Withdrawal:** The student voluntarily withdraws from the course, with the last day of attendance clearly documented.
- **Ineligibility to Undertake the Course:** The student is unable to continue or undertake the course due to specific, limited circumstances beyond their control.
- **Failure to Commence:** The student does not commence the course on the agreed start date as per their confirmation of enrolment (CoE). However, if KOIC successfully contacts the student within five (5) business days of the missed start date and can renegotiate a new starting date, then this will not be considered a student default.
- **Non-Payment of Fees:** In cases of non-payment of fees, KOIC will issue an overdue payment notice to the student. Student default will be confirmed if the student does not contact KOIC within five (5) business days to payment of settle the outstanding balance
- Students have the right to appeal a student default decision through KOIC's complaints and appeals process. Student default will only be finalised once these processes have been completed, and the outcome confirms the default.

7. Provider Defaults

In the unlikely event that Kings Own International College (KOIC) is unable to deliver an enrolled course in full, students will be offered a full refund of all the course moneys paid to date for this course within two weeks (10 business days) of the day the course ceased being provided.

Alternatively, students may be offered enrolment in an alternative course offered by KOIC at no additional cost.

Students have the right to choose whether they would prefer a full refund, or to accept a place in another course. If students choose placement in another course, KOIC will ask them to sign a document to indicate they accept the placement.

If KOIC is unable to provide a refund or place students in an alternative course the Tuition Protection Scheme (TPS) will attempt to place students in suitable alternative courses or, if that is not possible, they will be eligible for a refund as calculated by the TPS Director.

8. Review of Fees

KOIC reserves the right to review and adjust tuition and non-tuition fees as required. Any fee increases will only apply to future enrolments and cannot be imposed on current students unless explicitly stated and agreed upon in their original Written Agreement. Students who have prepaid tuition fees for their courses are protected under the Tuition Protection Service (TPS).

Fee increases will be communicated clearly to prospective students before they accept an offer or enrol. KOIC will also ensure that updated course fees are reflected on the CRICOS register, marketing material and any publicly available documents.

To provide adequate notice, KOIC will communicate fee changes at least 3 to 6 months before they take effect. The following measures will be implemented:

- Fee changes for future intakes will be introduced in a way that gives prospective students sufficient notice (e.g., at least one intake period in advance).
- CRICOS registration will be updated to reflect the new fee structure before the increased fees are charged.

Procedure Summary Table

Step & Action	Responsibility	Timeframe	Reference / Use
1. Issue Schedule of Fees and Charges and pre-enrolment disclosure.	Student Services Officer / Admissions	At pre-enrolment	Schedule of Fees and Charges, Enrolment Kit
2. Collect student fees in accordance with prepaid fee policy (≤ \$1,500 upfront).	Student Services Officer / Finance Officer	Upon enrolment	Invoice, Payment Record
3. Receive and acknowledge student withdrawal or refund request.	Student Services Officer / Admissions	Within 3 business days of receipt	Student Withdrawal Form, Refund Request Form
4. Assess eligibility for refund based on timing and reason.	Compliance Officer / Finance Officer	Within 5 business days of request	Refund Policy, Refund Eligibility Matrix

5. Notify student of refund decision and appeal rights.	Student Services Officer	Within 7 business days of request	Refund Decision Letter, Complaints and Appeals Policy
6. Process approved refunds to student.	Finance Officer	Within 28 calendar days of decision	Refund Payment Record
7. Suspend or cancel enrolment for misconduct or non-compliance.	Compliance Manager / Student Services Officer	As required	Misconduct Report, Enrolment Cancellation Letter
8. Issue Statement of Attainment for completed units upon withdrawal.	Academic Director	Within 30 calendar days	Student File, Statement of Attainment
9. Record decision and documentation in student management system.	Student Services Officer	Immediately upon action	SMS, Student File Checklist
10. Escalate unresolved concerns via Complaints and Appeals Policy.	Any staff member	Upon student request	Complaints and Appeals Register

Roles and Responsibilities

Role	Responsibility
CEO	Approves and oversees the policy and ensures regulatory alignment. Approve refund requests and oversee financial compliance.
Compliance Officer	Monitors and ensures compliance with all regulatory standards reporting requirements. Ensure refunds align with ESOS Act and Tuition Protection Scheme (TPS). Verify PRISMS records.
Student Services Officer (SSO)	Communicates fees and refund policies to students and supports their enquiries. Receive refund requests, notify students and update student records.
Students	Understand their rights and obligations in accordance with this policy. Ensure fees are paid and in a timely manner.

Policy Implementation

This policy is implemented through the enrolment, administration, and student support systems of KOIC. Key staff are trained in its operation during induction and through ongoing professional development activities.

Implementation is supported by structured processes including:

- Issuing of the Schedule of Fees and Charges during pre-enrolment,
- Uploading to the SMS a copy of the exact Pre-Enrolment Information Guide (including the fee and refund schedule) that was provided to each student, plus the version identifier, as evidence for audit,
- Use of version-controlled forms including the Refund Request Form and Deferment or Suspension Request Form,
- Enforcement of the \$1,500 prepaid fee limit at point of invoicing,
- Defined procedures for refund eligibility, processing, and documentation,
- Integration with the Student Management System (SMS) for consistent recordkeeping and audit readiness.

Communication of this policy to students is ensured through inclusion in the Student Handbook, enrolment agreements, the website, and during orientation.

Staff responsibilities are outlined in the Responsibilities section of this document, and compliance is monitored by the Compliance Manager under the direction of the CEO.

Monitoring and Review

KOIC will review and update this policy every two years, or sooner, to ensure compliance with legislative and regulatory requirements.

Monitoring activities include:

- Auditing of refund processing timeframes and documentation accuracy,
- Spot checks of enrolment files and fee records for compliance with prepaid fee limits,
- Feedback collected through student surveys and complaints data,
- Review of Statements of Attainment issued post-withdrawal.

Review outcomes, including any proposed fee adjustments or policy updates, are reported to senior management for approval and implementation.

Version Control

Version	Date	Description	Approved by	Approval date	Author	Review date
V1.0	9 Dec 2024	New policy for KOIC	CEO	17 Feb 2025	Compliance Officer	Dec 2025
V2.0	Jun 2025	Updated in line with the new standards for RTOs 2025	CEO	20 June 2025	Compliance Officer	Jun 2027
V2.1	Apr 2026	Re-brand of policy to KOIC	CEO	1 Apr 2026	Compliance Officer	Apr 2028

Policy and Document Information

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Policy owner:	Compliance Officer
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