

FEE ADMINISTRATION AND REFUND POLICY

RELEVANT STANDARD(S):

National Vocational Education and Training Regulator (Outcome Standards for NVR Registered Training Organisations) Instrument 2025 – Standards 2.1

National Vocational Education and Training Regulator (Compliance Standards for NVR Registered Training Organisations and Fit and Proper Person Requirements) Instrument 2025 – Clause 18. Prepaid fee protection measures

Education Services for Overseas Students Act 2000 – Part 3 Division 2, Part 5

National Code of Practice for Providers of Education and Training to Overseas Students 2018 – Standard 2 Clause 2.2, Standard 3 Clause 3.1-3.6

PURPOSE

Erdi Academy adheres to the relevant compliance and legislative frameworks such as the Standards for Registered Training Organisations (RTOs) 2025 and the ESOS Legislative Framework. As such, Erdi Academy will provide transparency in the application and administration of fees and charges, including refund, and will put in place a fair and reasonable refund process according to Australian consumer protection laws.

The purpose of this policy is to provide for the appropriate application and administration of fees and handling of client refunds.

POLICY PRINCIPLES

Erdi Academy implements fair and reasonable refund practices and transparent and process for fee application and administration. It ensures that:

1. prospective students are aware of its fee policies in order to make informed decisions about enrolment in a course;
2. its fee and refund policy is prominent and accessible to its staff, prospective students, and existing students;
3. it implements and maintains a process for fair and reasonable refund and fees paid; and
4. it provides refunds for fees and charges paid by clients, where training and assessment activities have not been delivered

Fee Administration Policy Principles***Fee Information***

1. Erdi Academy will inform its prospective students and employers (if applicable) of the full and accurate course fees associated with the training and the refund policy before enrolment.
2. We will ensure that the fee and refund policy is accessible to its staff, prospective students, and existing students. The fee information will include but will not be limited to the following information:
 - a. Breakdown of the course fee (if any)
 - b. Fee and Refund policy
 - c. Incidental fees
 - d. Compulsory fees
 - e. Additional charges or co-contributions
 - f. Methods of fee collection
 - g. Process for recovery of outstanding student fees
3. For any incidental fees that may be applicable, we will inform the prospective student before enrolling that such fees are a charge for an essential good or service and that the student has a choice of acquiring this from a supplier other than Erdi Academy.

Fee Administration

1. Erdi Academy will only charge fees for accredited training in accordance with the fee information published and provided to the prospective student in the Fee Administration and Refund Policy and the International Student Agreement.
2. Erdi Academy will retain accurate course fee payment, waiver, exemption, or refund record for each student.
3. Erdi Academy will require payment prior to commencement of training, as well as pre-payment plans for students.
4. Erdi Academy will apply standard student fees for Fee-for-Service (FFS) students.
5. Erdi Academy will allow participant course fees to be paid on behalf of the student by their employer or another third party (if applicable).
6. Erdi Academy will maintain arrangements for the protection of any fees paid in advance in accordance with Compliance Requirements 18 and 19.
7. Erdi Academy will maintain an account with an Australian ADI (Authorised Deposit-taking Institution). Fees will be paid into the account within 5 working days of receiving the fees.

8. Erdi Academy will ensure that, at all times, there is a sufficient amount ('the protected amount') standing to the credit of the account to repay all tuition fees to every overseas student or intending overseas student ('a relevant student'):
 - a. in respect of whom tuition fees have been paid to the provider; and
 - b. who has not yet begun the course that the provider is to deliver to the student.
9. Erdi Academy will ensure that withdrawal from the account, so as to reduce the balance of the account below the protected amount, is done only if:
 - a. the amount is withdrawn to pay a refund in case of provider default, refund under a written agreement about student default, and other refunds in relation to a relevant student;
 - b. the provider arranges, under provider default, for a relevant student to be offered a place in an alternative course at Erdi Academy's expense and the amount is withdrawn to pay the alternative provider in relation to the relevant student; or
 - c. the amount is withdrawn to pay the TPS Director when provider defaults in relation to the relevant student.
10. Erdi Academy will ensure that withdrawal from the account in accordance with the provisions mentioned above will not be more than the amount of the tuition fees received from the relevant student before the student begins the course.
11. Erdi Academy will pursue to contact students who have not requested a refund within 4 weeks of leaving the college and keep such evidence on the student file.

Fee Payment Arrangements

1. Erdi Academy ensures that its financial practices promote the protection of fees (paid in advance and exceeding \$1,500) made by any student. Erdi Academy will only adhere to the accepted fee protection measure to protect fees in excess of the threshold fee amount of \$1,500 as stated in Compliance Requirement 19 – Accountability (Prepaid Fee Protection Measures) Standards for RTOs 2025.
2. Erdi Academy implements a fee payment plan and will only collect upon enrolment a non-refundable enrolment administration fee of 25% of the full course fee payable (non-discounted) or a minimum of \$250 (whichever is greater) included in the first instalment of the tuition fee.
3. Tuition fees are broken into instalment payment plans to ensure students do not pre-pay fees over \$1,500. The schedule of the payment plans is outlined in the student enrolment forms.
4. Fees must be paid in full before certification will be issued.
5. If payment instalments/arrangements are in place, and payment becomes overdue and remains unpaid for a period in excess of 14 days, Company reserves the right to suspend the student's learning or assessments (or both) until all fee payments are up to date.

6. Flexible payment arrangements, such as credit card, and direct debit, cheques, and EFT remittance are acceptable to accommodate the diverse financial situations of clients.

Outstanding Student Fees

1. Non-payment of fees by the due date for continuing enrolments will result in suspension of training. Erdi Academy will notify all parties in writing in such case. Once the payment due has been finalised, parties will be notified of the recommencement of training.
2. Erdi Academy will not issue certification documentation if training fees are outstanding.
3. Erdi Academy will inform students of its process for the recovery of outstanding student fees prior to enrolment through the Fee Administration and Refund Policy.

Tuition Protection

1. Erdi Academy utilises the Tuition Protection Service (TPS). The TPS is an initiative of the Australian Government to assist overseas students whose education providers are unable to fully deliver their course of study. The TPS ensures that overseas students are able to:
 - a. complete their studies with another course or with another education provider; or
 - b. receive a refund of their unspent tuition fees.
2. Erdi Academy meets its obligations to provide TPS for all overseas students. For more information visit <https://www.education.gov.au/tps>.

Refund Policy Principles

1. Details of Erdi Academy Refund Policy are publicly available to prospective students and employers (if applicable), staff, and existing students and employers (if applicable).
2. Erdi Academy will make students aware of the refund policy prior to enrolment.
3. With regard to all withdrawal of training, Company will first encourage a client to continue training or provide other options such as enrolling to another course date, prior to processing refund applications.
4. All refund requests must be done in writing via the **Refund Request Form**. Erdi Academy will only acknowledge and review requests based on information provided through the form. Exemptions are made to mitigating circumstances, provided there is supporting evidence.
5. No refunds will be issued for cancellations outside of the refund period.
6. For refund applications within the Refund Period, the Refund Request Form must be received by Erdi Academy within the Refund Period. A refund of the course fee, less the applicable Administrative Fees, will only be issued if all above criteria have been met and the student has no previous outstanding monies within the Erdi Academy.

7. Erdi Academy requires a notification of withdrawal from training; this may be via letter, email or the completion of the **Withdrawal from Training Form**. Refund will be assessed upon receipt of request. Statement of fees includes all fees applied and any fees refunded (if applicable) will be provided where a student withdraws from training.
8. Erdi Academy will process refund requests within 1 week from the day of receipt. The reimbursement procedure for approved refunds may take up to 4 weeks.
9. All refunds will be paid in Australian dollars to the student or organisation who entered into the contract with Erdi Academy or the person nominated by the student in the written agreement to claim refunds.
10. Erdi Academy does not accept liability for loss or damage suffered in the event of withdrawal from a course by a client.
11. Refunds for cancellation of enrolments and other conditions are granted based on the **Refunds Table** and **Minimum Refund Calculation Table according to the Education Services for Overseas Students (Calculation of Refund) Specification 2024** as outlined in the annex of this policy.
12. Where a compliant overseas student agreement is not in place, or if a student's visa application is refused (with exception in reference to 47D(5) of the ESOS Act 2000), refunds will be calculated in accordance with Minimum Refund Calculation Table of this policy (see Annex).

Provider Default

1. A registered provider defaults, in relation to an overseas student or intending overseas student and a course at a location, in accordance with the signed International Student Agreement, when:
 - a. either the provider fails to start providing the course to the student at the location on the agreed starting day; or
 - b. the course ceases to be provided to the student at the location at any time after it starts but before it is completed; and the student has not withdrawn before the default day.
2. In the unlikely event that Erdi Academy cannot offer or cancel a course, the following options are available:
 - a. arrange for an alternative course with another registered CRICOS provider at Erdi Academy's expense
 - b. provide refund according to the minimum refund calculation table of this policy (see Annex).
3. The student may accept or reject the offer for an alternative course in the event of provider default. If the offer is accepted, a new Letter of Offer must be signed for the new course.
4. Erdi Academy will notify, in writing, the Australian Skills Quality Authority (ASQA) and the TPS Director of the default within **5 business days** of the default occurring. This notice will include:
 - a. the circumstances of the default;
 - b. the details of the students in relation to whom Erdi Academy has defaulted;

- c. advice as to:
 - i. whether Erdi Academy intends to discharge its obligations to those students under provider default; and
 - ii. (if appropriate) how Erdi Academy intends to discharge those obligations.
- 5. Erdi Academy will fulfil its obligations to student due to provider default within **14 days after the default** day following the **provider obligation period**.
- 6. Erdi Academy will give a notice of the outcome of the discharge of obligations in relation to provider default to ASQA and the TPS Director within **7 days after the end of the provider obligation period**. The notice will include the following:
 - a. whether the provider has discharged its obligations to the student in accordance with its obligations in case of provider default;
 - b. if the provider arranged alternative courses:
 - i. details of the student that the provider arranged an alternative course(s) for;
 - ii. details of the course(s) arranged; and
 - iii. evidence of each student's acceptance of an offer of a place in an alternative course;
 - c. if the provider dispensed refunds:
 - i. details of the student to whom the provider dispensed refunds; and
 - ii. details of the amount of the refund provided.

Student Default - Visa Refusal

- 1. Refund will be provided to students who are unable to obtain a visa to enter Australia, according to the minimum refund calculation table of this policy (see Annex).
- 2. Students are required to provide written evidence of the visa refusal from the relevant authority in order to process the refund.
- 3. Erdi Academy will pay the refund within the **provider obligation period of 4 weeks** after receiving the refund request and written evidence of visa refusal.
- 4. Where a student's visa is refused, regardless of whether there is a compliant written agreement in place or not, Erdi Academy will give a notice of the outcome of the discharge of obligations in relation to such cases to ASQA and the TPS Director within **7 days after the end of the provider obligation period, which is 28 days after the default occurs**. The notice will include the following:
 - a. whether the provider dispensed a refund in other cases;
 - b. details of the student to whom the provider dispensed the refund; and
 - c. details of the amount of the refund provided.

Student Default – Refund under a written agreement

1. An overseas student or intending overseas student defaults, in relation to a course at a location, if:
 - a. the course starts at the location on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn);
 - b. the student withdraws from the course at the location (either before or after the agreed starting day); or
 - c. the registered provider of the course refuses to provide, or continue providing, the course to the student at the location because of one or more of the following events:
 - i. the student failed to pay an amount he or she was liable to pay the provider, directly or indirectly, in order to undertake the course;
 - ii. the student breached a condition of his or her student visa; or
 - iii. misbehaviour by the student.
2. Erdi Academy will pay a refund if an overseas student or intending overseas student defaults in relation to a course provided at a location according to the International Student Agreement. The refund will be paid within the **provider obligation period of 4 weeks after receiving a written claim from the student.**

MONITORING AND IMPROVEMENT

Erdi Academy's CEO is responsible for ensuring compliance with this policy. Our Student Services will process refund requests.

Our CEO is responsible for all continuous improvement processes in relation to the fee administration and refund policy and procedure and ensuring all staff, including those from the third-party providers are complying with the provisions of this policy.

Annex

Minimum Refund Calculation as per the [Education Services for Overseas Students \(Calculation of Refund\) Specification 2024](#)

Type of Refund	Condition	Minimum Refund Calculation
1. Refund of tuition fees in event of provider default	This section applies for subsection 46D(6) (46D Obligations on registered providers in case of provider default) of the Act	<i>Refund amount = weekly tuition fee × weeks in default period</i>
2. Refund if provider does not enter into compliant student default agreement	This section applies if: a. A registered provider is required to provide a refund to a student under section 47E (47E -Refund in other cases) of the Act because the provider has not entered into an agreement with the student that meets the requirements of section 47B (47B Requirement to make written agreement about student default) of the Act.	<i>Refund amount = weekly tuition fee × weeks in default period</i>
3. Refund in event of student failing to start a course due to visa refusal	This section applies if: a. A registered provider is required to provide a refund to a student under section 47E (47E -Refund in other cases) of the Act because: i. the student was refused a student visa; and ii. the refusal was a reason for the student's failure to start the course on, or withdrawal from the course on or before, the agreed starting day; and b. Items 2 of this table does not apply	<i>Refund = amount of the course fees*, minus the lesser of the following amounts:</i> a. <i>5% of the amount of course fees received by the provider in respect of the student before the default day</i> b. <i>\$500</i>

4. Refund in event of other student default	This section applies if: a. A registered provider is required to provide a refund under section 47E (47E -Refund in other cases) of the Act because of a default by a student; and b. Items 2 and 3 of this table do not apply.	<i>Refund amount = weekly tuition fee × weeks in default period</i>
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**course fees for a course is the sum of the tuition fees received by the provider in respect of the student; and the non-tuition fees (if any) received by the provider in respect of the student.*

Refunds Table

Erdi Academy Refunds for enrolments are subject to the following refund formula.

Refund Type	Description	Notification Requirement	Non-refundable fee	Refund
Unsuccessful visa application	Visa rejection prior to commencement of training	In writing with supporting evidence	5% of course fees paid OR \$500, whichever is lesser	Refund following the minimum refund calculation as per the Education Services for Overseas Students (Calculation of Refund) Specification 2024
Enrolment cancellation / withdrawal from course prior to commencement of training	-	In writing with supporting evidence	5% of course fees paid OR \$500, whichever is lesser	Refund full amount of initial fee/deposit paid, less the administration and processing fee
Enrolment cancellation / withdrawal from course after commencement date	-	In writing with supporting evidence	5% of course fees paid OR \$500, whichever is lesser	Refund following the minimum refund calculation as per the Education Services for Overseas Students (Calculation of Refund) Specification 2024, less the administration and processing fee
Visa cancellation due to actions of the student	- Enrolment cancelled by the college due to false or misleading information - Enrolment cancelled due to academic or	N/A	5% of course fees paid OR \$500, whichever is lesser	Refund following the minimum refund calculation as per the Education Services for Overseas Students (Calculation of Refund) Specification 2024
Enrolment cancellation due to actions of student				

Refund Type	Description	Notification Requirement	Non-refundable fee	Refund
	behavioural misconduct - Enrolment cancelled due to non-payment of full course fees - Enrolment cancelled due to unsatisfactory course progress or attendance			
Provider default	Where training ceased due to RTO closure / sanction and other reasons	N/A	N/A	Refund following the minimum refund calculation as per the Education Services for Overseas Students (Calculation of Refund) Specification 2024 OR offer for alternate course (if agreed to by student)

For an explanatory guide on refund calculation, please see the [Fact Sheet on ESOS Calculation of Refund Specification 2024](#).

Description of the ESOS Framework

The Australian Government wants overseas students to have a rewarding, enjoyable, and safe experience when they come to Australia to study. Australia's education and training system offers high quality services and protection for overseas students to ensure they make the most of their time here.

The laws that protect overseas students form the Education Services for Overseas Students (ESOS) framework. They include the Education Services for Overseas Students Act 2000 and the ESOS National Code 2018.

Please read a summary of the ESOS Framework including your rights, responsibilities, requirements, support services, and other information about studying in Australia on the Department of Education website here: [ESOS Framework](#).

VERSION CONTROL

Version Control Table					
Date	Summary of Modifications	Modified by	Version	Date of Implementation	Next Review Date
13/02/2026	Document creation	Erdi Academy	v. 1.0	29/01/2026	30/01/2027

RTO INFORMATION

RTO INFORMATION	
Document Name	CRICOS Fee Administration and Refund Policy v1.0
RTO/Company Name	Erdi Academy
ABN	97 743 987 124
RTO Code	#46102
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