

FEES AND REFUNDS POLICY AND PROCEDURES

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1. Purpose

The purpose of this policy is to ensure that Batool International Pty Ltd (CRICOS Provider No. 03830D) manages tuition fees, non-tuition fees, refunds, fee protection, and related financial processes in full compliance with:

- Education Services for Overseas Students (ESOS) Act 2000
- ESOS Regulations 2019
- National Code of Practice for Providers of Education and Training to Overseas Students 2018
- ELICOS Standards 2018
- Australian Consumer Law (ACL)
- Tuition Protection Service (TPS) Framework

This policy ensures transparency for students, accuracy of fee information, proper protection of fees paid in advance, and fair processing of refunds.

2. Scope

This policy applies to:

- All overseas students studying an ELICOS course on a student visa
- All staff involved in marketing, recruitment, enrolment, finance, student support, and management
- All education agents acting on behalf of Batool International Pty Ltd

3. Definitions

Bogus document has the meaning given in section 5 of the Migration Act 1958 (Cth), and includes a document that the Minister reasonably suspects is counterfeit, has been altered without authorisation, was obtained by deception, or is otherwise not authentic.

Compassionate and Compelling Circumstances – Circumstances beyond a student's control impacting their ability to progress or attend (aligned with National Code Standard 8 and ELICOS Standards P4 & P7).

Course fees means tuition and non-tuition fees. (Note: In the case of visa refusal (s47E), all tuition and non-tuition fees form part of the course fees and are refunded in accordance with the ESOS Refund Calculation Instrument 2024. The 'non-refundable' status of the application fee does not apply in visa refusal cases.)

DEEWR means Department of Education and Training

ESOS Act means Education Services for Overseas Students Act 2000

Fraud means any act or omission by the student, or by any person acting on the student's behalf (including education agents, family members, or third parties), involving dishonesty, deception, or the intent to mislead in connection with the student's application for enrolment, application for a student visa, or ongoing compliance with visa or enrolment conditions.

National Code means The National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018

Misrepresentation of application particulars means any act by the student, or by any person acting on the student's behalf (including education agents, family members, or third parties), of providing information to Batool International Pty Ltd in their enrolment application, Genuine Student (GS) statement, Letter of Offer acceptance, written agreement, or any related declaration, which is subsequently shown to be false, incomplete, or materially inconsistent with information provided by the same student to the Department of Home Affairs, any other Australian or foreign government authority, or any other education provider.

PRISMS means Provider Registration and Overseas Students Management System

Provider Default – As defined in ESOS Act s.46A, where the provider fails to commence or ceases delivery.

PIC 4020 means Public Interest Criterion 4020 as set out in Schedule 4 of the Migration Regulations 1994 (Cth).

Student Default – As defined in ESOS Act s.47A, including visa refusal, non-payment of fees, misbehaviour, or withdrawal.

Weekly Tuition Fee – As defined in the ESOS Refund Instrument 2024:

Weekly tuition fee = total tuition fee ÷ number of scheduled course weeks.

Tampered evidence means any document, record, or item of evidence that has been altered, modified, edited, falsified, or manipulated in any way from its original form, whether digitally or physically, with the intent of misleading Batool International Pty Ltd, the Department of Home Affairs, or any other authority.

TPS means Tuition Protection Service

4. Policy Statement

1. Recruitment of an overseas student (National Code Standard 1)

Prior to accepting an overseas student or intending overseas student for enrolment in a course, Batool International Pty Ltd ensures that the marketing and promotion of its course and education services in connection with the recruitment of overseas students or intending overseas students, including through an education agent (in accordance with Standard 4 of the National Code 2018) is not false or misleading, and is consistent with Australian Consumer Law.

Batool International Pty Ltd makes comprehensive, current and plain English information available to the overseas student or intending overseas student on indicative tuition and non-tuition fees, including advice on the potential for changes to fees over the duration of a course, and Batool International Pty Ltd cancellation and refund policy.

Batool International Pty Ltd does not provide any false or misleading information on:

- Its association with any other persons or organisations the registered provider has arrangements with for the delivery of the course in which the student intends to enrol or may apply to enrol
- Any work-based training a student is required to undertake as part of the course
- Prerequisites – including English language proficiency – for entry to the course
- Any other information relevant to the registered provider, its course or outcomes associated with that course.
- Claim to commit to secure for, or on the student or intending student's behalf, a migration outcome from undertaking any course offered by the registered provider
- Guarantee a successful education assessment outcome for the student or intending student
- Batool International Pty Ltd includes its CRICOS registered name and registration number in any written or online material that it disseminates or makes publicly available for the purposes of:

2. Pre-Enrolment Information (National Code Standard 2 & ELICOS Standards P2–P7)

Before enrolment or acceptance of fees, students receive accurate information, available on our website, on:

- Course content, duration, modes of study, assessment, and timetable
- Minimum 20 hours/week face-to-face delivery
- Entry requirements (English levels, placement test, materials)
- Attendance requirements (minimum 80% attendance rule)
- Living costs, OSHC, accommodation options
- Campus facilities & student support services
- Complaints and appeals processes
- Fee schedule and refund conditions
- Potential changes to fees over the duration of the course

3. Formalisation of enrolment and written agreements (National Code Standards 2 and 3)

A written agreement must be:

- Signed or accepted by the student before any tuition/non-tuition fees are accepted
- Written in plain English
- Consistent with ESOS and National Code requirements

The written agreement must include:

- Tuition fees, payment schedule, and payment terms
- All non-tuition fees
- Refund rules for student default and provider default
- Process for claiming refunds
- Consequences of non-payment of fees
- Statement on student rights under the Australian Consumer Law
- Explanation of TPS in case of provider default
- Information on how fees paid to an agent are handled

4. Provision of fee and refund information

Prospective and current students are advised of the tuition fees and non-tuition fees associated with a course on the *Letter of Offer and Student Agreement* and in the *Student Handbook*. For overseas students, fee information is always provided prior to enrolment as per the requirements of the National Code Standard 3. Fee information provided to overseas students includes:

- All relevant fee information, including fees that must be paid and payment terms.
- Details of the potential for fees to change during the student's course as relevant.
- Refund information and conditions relating to these.
- The student's rights as a consumer, including any cooling off period.

Refund information is outlined in the *Letter of Offer and Student Agreement* and in the *Student Handbook*.

5. Protection of fees paid in advance

Batool International Pty Ltd:

- Holds all tuition fees paid before course commencement in a dedicated designated account
- Only draws down tuition fees as the course is delivered
- Retains written evidence of financial management processes
- Participates in the Tuition Protection Service (TPS)

Students are never required to pay more than 50% of total tuition fees before course commencement unless they choose to do so voluntarily.

6. Late payment and non-payment of fees

Batool International Pty Ltd may suspend or cancel a student's enrolment on the basis of the student's failure to pay an amount the student was required to pay Batool International Pty Ltd to undertake or continue the course as stated in the *Letter of Offer and Student Agreement*.

If a student is experiencing difficulty in paying their fees, they are invited to meet with the PEO to discuss alternative arrangements for payment that would allow them to continue their studies uninterrupted while not causing undue hardship to Batool International Pty Ltd. If approved, these will be recorded on the *Alternative Arrangements for Payment of Fees Form*.

Batool International Pty Ltd reserves the right to suspend or cancel the enrolment of students due to non-payment of fees where no alternative arrangements for payment have been made. Overseas students whose enrolment is suspended or cancelled for non-payment of fees will be reported to DET via PRISMS under student default. Students have the right to appeal this decision within 20 working days in accordance with the *Complaints and Appeals Policy and Procedures*.

Refer to Batool International Pty Ltd *Deferral, Suspension and Cancellation Policy and Procedures* for detailed information related to action that may be taken (including intervention strategies) if students' fees are overdue. Note the additional considerations related to provider-initiated suspension or cancellation of an overseas student's enrolment (listed below).

7. Issuance of Certificate, Statement and Record of Results

On completion of (or withdrawal from) of a course and payment of final fees, Batool International Pty Ltd will issue the student with a Certificate of Completion (or Partial Completion) within 28 working days.

Batool International Pty Ltd reserves the right to withhold the issuance of this Certificate until all tuition and non-tuition fees have been paid, except where Batool International Pty Ltd is not permitted to do so by law.

Batool International Pty Ltd charges additional fees for re-issue of certificate/s.

8. Refunds

Overview of Batool International Pty Ltd refund policy is included in the *Letter of Offer and Student Agreement* that students are required to sign prior to commencement of a course to indicate acceptance of the offer of enrolment and the terms and conditions specified.

The Enrolment Application Fee paid at the time of application to Batool International Pty Ltd is NON-REFUNDABLE.

If a student uses an education agent and that agent charges their own fees to students (in addition to Batool International Pty Ltd tuition and non-tuition fees), those fees remain the responsibility of the agent. Batool International Pty Ltd is not responsible for the agent's own fees and does not protect or refund those fees under any circumstances.



Students who wish to seek a refund or have the amount they owe on their fees reduced must apply to Batool International Pty Ltd using the *Refund Application Form*. If the student's refund is approved, the student can have it paid to the student or the student can nominate another trusted person to receive the money if they prefer. Students are asked to specify the recipient (themselves or someone else) and provide the recipient's contact and bank details on the *Refund Application Form*.

Batool International Pty Ltd will:

- Assess the student's request fairly and in accordance with the *Fees and Refunds Policy and Procedures*
- Issue the student with the decision in writing, using the *Notice of Refund Decision* letter within 28 working days of receipt of the *Refund Application Form*
- If the refund was approved, detail how the refund was calculated and issue the refund to the recipient nominated on the *Refund Application Form* within 28 working days of receipt of the *Refund Application Form*
- If the refund was not approved, explain the reason for the decision and the student's right to lodge an appeal of the decision within 20 working days of the date of the *Notice of Refund Decision* letter, in accordance with Batool International Pty Ltd *Complaints and Appeals Policy and Procedures*
- Require the student to accept the decision in writing and give the student a copy of the decision for their records
- Maintain records of the decision, the acceptance and any refunds paid to the student for at least two years after the student ceases to be an accepted student

1. Refunds

A. Before course commencement (for Visa Refusal -Student Default – ESOS s.47E):

In the case of visa refusal before commencement, the student is entitled to a refund of the course fees (tuition + non-tuition fees) received, minus the lower of 5% of the total course fees received or \$500, in accordance with the ESOS (Refund Calculation) Instrument 2024. Enrolment fee: Non-refundable.

B. After course commencement (for Visa Refusal - Student Default – ESOS s.47E):

- Refund of unused portion of tuition fees, calculated using the ESOS Refund Instrument 2024.
Enrolment fee: Non-refundable

C. Refunds Where Student Withdraws Before Course Commencement:

- 29+ days before commencement: 50% tuition refund
- 0–28 days before commencement: No refund (Except where required under s47E (visa refusal)).
- Enrolment fee: Non-refundable

D. Refunds After Course Commencement (Visa approved):

No refund (Except where required under s47E (visa refusal) is provided when the student:



- Had their visa granted
- Did not commence their course
- Commenced the course
- Withdraws from the course
- Has their visa cancelled for breach of conditions
- Is terminated due to misconduct
- Provides fraudulent or misleading documentation

Important exclusion - Fraud, document tampering, and PIC 4020:

Where a student visa is refused on grounds of fraud, the provision of bogus or fraudulent documents, tampered evidence, or any application of Public Interest Criterion 4020 (PIC 4020) by the Department of Home Affairs, no fees of any kind are refundable. This applies to tuition fees, non-tuition fees, application fees, materials fees, and any deposits or pre-paid amounts. This exclusion overrides any other refund entitlement in this policy and applies regardless of when the refusal occurs (before or after course commencement). The student default provisions of ESOS s.47E do not apply where the visa refusal arises from the student's own fraudulent conduct.

Batool International Pty Ltd may consider written requests for refunds due to compassionate and compelling circumstances as defined in the 'Compassionate and Compelling Circumstances' section of this document, and may increase the refund amount.

E. Visa Granted – Non-Commencement, Deferral & Cancellation

Where an overseas student has been granted a student visa and subsequently chooses not to commence their course for reasons not attributable to the Provider, this will be treated as **student default** in accordance with section 47B of the ESOS Act 2000.

Deferral After Visa Grant

Requests to defer commencement **after a student visa has been granted** are **not automatic** and are subject to the Provider's discretion.

Where a student requests to defer their start date after visa grant:

- no refund of tuition fees, enrolment fees, or associated charges will be provided; and
- the Confirmation of Enrolment (CoE) will **remain active** unless the student provides evidence that their student visa has been formally **withdrawn, cancelled, or refused** by the Department of Home Affairs.

Refund Circumvention Prohibited

Deferral requests made after visa grant **cannot be used to circumvent refund conditions**, including the 28-day cancellation provisions outlined in this policy.

A deferral request does **not** reset refund eligibility, cancellation timeframes, or fee obligations.

Change of Provider / CoE Cancellation

Where a student seeks cancellation of their CoE after visa grant but prior to course commencement:

- no refund will be payable; and
- the Provider will only cancel the CoE upon receipt of written evidence that the student visa has been withdrawn, cancelled, or otherwise ceased.

Student Protection

This clause does not limit a student's statutory rights under the ESOS Act where provider default applies, nor does it affect refunds required in cases of visa refusal or provider default.

9. Compassionate and compelling circumstances

Batool International Pty Ltd may consider written requests for refunds due to compassionate and compelling circumstances and may increase the refund amount beyond the levels provided in the 'Refunds' section of this document.

Acceptance of money appropriately refunded within the amounts detailed in the 'Refunds' section of this document does not preclude an application for compassionate and compelling circumstances and students must first apply for refunds of amounts as detailed previously unless a refund of 0% is applicable.

Applications for refunds beyond the levels detailed in the 'Refunds' section of this document will be deemed to be denied if the student does not appeal within 20 working days.

Applications for refunds beyond levels detailed in the 'Refunds' section of this document must provide details and appropriate verifiable evidence of the compassionate and compelling circumstances that support the reasons for withdrawal, namely that the circumstances:

- Are beyond the student's control; and
- Do not make their full impact on the student until on or after the course commencement; and
- Make it impracticable for the student to complete the requirements for the course during the period during which the student undertook or was to undertake the course.

Compassionate or compelling circumstances are generally those beyond the control of the student and which have an impact upon the student's course progress or wellbeing. These could include, but are not limited to:

- Serious illness or injury, where a medical certificate states that the student was unable to attend classes
- Bereavement of close family members, such as parents or grandparents (a death certificate should be provided where possible)



- Major political upheaval or natural disaster in the home country requiring emergency travel, and this has had an impact on the student's studies
- A traumatic experience that has had an impact on the student, such as involvement in or witnessing of a serious accident, or witnessing or being the victim of a serious crime (these cases should be supported by police or psychologists' reports)
- Where Batool International Pty Ltd is unable to offer a pre-requisite unit
- Where the student is unable to begin studying on the course commencement date due to delay in receiving a student visa

If a student believes that they qualify for an additional refund due to compassionate and compelling circumstances, they must submit a written request using the *Refund Application Form* and attach a written description of their compassionate and compelling circumstances and any evidence thereof.

If the compassionate and compelling circumstances have been confirmed and an additional refund is approved, Batool International Pty Ltd will refund the total amount of all tuition and any non-tuition fees received for the course less whichever is the lower amount of 5% of the total amount of the tuition and non-tuition fees or the sum of \$500, which can also be waived at the discretion of Batool International Pty Ltd.

10. Outcomes of refund decisions

Within 28 working days of receipt of a student's completed *Refund Application Form*, Batool International Pty Ltd will review the application and supporting documents, and issue the student with a *Notice of Refund Decision* that will explain:

- Whether or not the refund was approved
- If it was approved, the amount of the refund and a detailed explanation of how the refund was calculated
- If it was not approved, the reasons for the refusal and the student's right to appeal the decision in accordance with Batool International Pty Ltd Complaints and Appeals Policy and Procedures.
- Refunds may be paid to the student or a person specified in the written agreement or refund application form.

If the refund was approved, Batool International Pty Ltd will issue the refund or adjustment notice within 28 working days of receipt of the *Refund Application Form*.

The availability of complaints and appeals processes does not remove the right of the student to take further action under Australia's Consumer Protection Laws if they are not satisfied with the college response.

EXTERNAL ORGANISATIONS

Overseas Students Ombudsman

GPO BOX 442, Canberra ACT 2601 (Overseas Students only) T: 1300 362 072

The Office of Fair Trading NSW

2-24 Rawson Place, Sydney NSW 2000 T: 13 32 20

Australian Skills Quality Authority

GPO Box 9928, Sydney NSW 2001 T: 1300 701 801

Procedures

1. Student fees

Procedure	Responsibility
A. Tuition and non-tuition fee payments - All students should pay their NON-REFUNDABLE enrolment application fee upon submission of their <i>Enrolment Application Form</i>. - All students should pay 50% of their tuition and non-tuition fees on submission of their <i>Letter of Offer and Student Agreement</i>. Raise an invoice for the amount in line with the fee schedule for the relevant course. - If a student pays the tuition and non-tuition fees required for their enrolment (as set out in the <i>Letter of Offer and Student Agreement</i>) to an agent, Batool International Pty Ltd will not issue the Confirmation of Enrolment (CoE) until the agent has transferred those fees in full to Batool International Pty Ltd. - Students should pay the balance of their tuition and non-tuition fees on the date of commencement of their course. Raise an invoice for the amount in line with the fee schedule for the relevant course. - Retain a copy of the invoice on the student's file for at least two years after the person ceases to be an accepted student. https://www.education.gov.au/tps/international-providers-tps	Administration / Enrolments
B. Receiving payments - Payments may be made by EFTPOS, cash, direct bank transfer, credit card (except American Express and Discover) or direct debit. - Record payments against the relevant invoice on the Student Management System. - Provide the student with a receipt. - Retain receipts of payments on the student's file for at least two years after the person ceases to be an accepted student.	Administration / Enrolments

2. Managing overdue student fees

Refer to Standards 2, 3, 9 and 10 of the National Code.

A. Refer to Batool International Pty Ltd <i>Deferral, Suspension and Cancellation Policy and Procedures</i> for detailed information related to action that may be taken (including intervention strategies) if students' fees are overdue B. Any provider-initiated suspension or cancellation of an overseas student must abide by the following special conditions: - Batool International Pty Ltd may suspend or cancel a student's enrolment including, but not limited to, on the basis of: - misbehaviour by the student - the student's failure to pay an amount the student was required to pay Batool International Pty Ltd to undertake or continue the course as stated in the written agreement - a breach of course progress or attendance requirements by the overseas student which must occur in accordance with Standard 8 (Overseas student visa requirements) of the National Code 2018. - The suspension or cancellation of the overseas student's enrolment in these circumstances cannot take effect until the internal appeals process is completed, unless the overseas student's health or wellbeing, or the wellbeing of others, is likely to be at risk - Further to this, Batool International Pty Ltd only reports unsatisfactory course progress or unsatisfactory course attendance in PRISMS in accordance with section 19(2) of the ESOS Act if: - the internal and external complaints processes are completed, and the decision or recommendation supports Batool International Pty Ltd , or - the overseas student chooses not to access the internal complaints and appeals process within the 20 working days period, or - the overseas student chooses not to access the external complaints and appeals process, or - the overseas student withdraws from the internal or external appeals processes by notifying Batool International Pty Ltd in writing.	Administration / PEO
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3. Refunds

Procedure	Responsibility
A. Processing refunds • In cases of provider default: ○ Automatically issue a refund within 28 working days to students who have enrolled and paid their enrolment fee and term fee and the course is cancelled prior to commencement. ○ Automatically issue a refund to students within 28 working days where the course has commenced but is cancelled. ○ Notify students to whom refunds are automatically issued in writing using the <i>Notice of Refund Decision</i>. Ask students to provide/confirm contact details for themselves/their nominated recipient and provide banking details for their nominated recipient, if Batool International Pty Ltd does not already have this information. ○ Make payment of refund to nominated account as appropriate. • In all other cases: ○ All other students who seek a refund are to make a request for a refund in writing using the <i>Refund Request Form</i>. ○ Within 28 working days of receipt of student's completed <i>Refund Request Form</i>: ▪ Assess refund as per this Policy. ▪ Calculate the relevant refunds (if applicable) ▪ PEO approves refund assessment (if applicable) ▪ Notify the student in writing of the outcome of the refund assessment using the <i>Notice of Refund Decision</i>, including the student's right to lodge an appeal of this decision within 20 working days, in accordance with Batool International Pty Ltd <i>Complaints and Appeals Policy</i> ▪ Ensure that student signs and returns the <i>Notice of Refund Decision</i> to indicate their understanding and acceptance of the decision (even if they wish to appeal it). The <i>Notice of Refund Decision</i> includes the following statement: 'This 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 <i>Australian Consumer Law</i> if the <i>Australian Consumer Law</i> applies'. ▪ Make payment of refund where applicable to the recipient and account nominated on the student's <i>Refund Request Form</i>	Administration / Enrolments / PEO



Document Control

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Review v25.1	24 Mar 2025 – annual review
Review 25.2	24 Nov 2025 – OSO feedback, review of compliance with ESOS Act, National Code and ELICOS Standards. Update on refund and cancellation fees
Review 25.3	5 January 2026 – update on changes to COE requests after visa grant
Review 26.2	April 2026 - update on Fraud, misleading information and statements