

FEES AND REFUND POLICY

1. Purpose

- 1.1 This document applies to Brunswick Institute, its courses, its clients (students) and its controlled entities (collectively "BI", "Institute", "the Institute", "we", "us", "our").
- 1.2 This document provides students with clear and accurate information on fees before enrolment at the Institute, as well as a standardised approach to processing their refund requests.
- 1.3 This policy is implemented in compliance with the requirements of the Education Services for Overseas Students Act 2000 (the ESOS Act), the Standards for Registered Training Organisations (2025), and the National Code of Practice for Providers of Education and Training to Overseas Students 2018 (the National Code 2018).
- 1.1 In this file, words that import gender include all other genders; the singular 'they' is gender-neutral and used to avoid specifying a person's gender; words in the singular number include the plural and vice versa.
- 1.2 This file does not deprive the student of the right to take action under Australia's consumer protection laws.
- 1.3 The Institute reserves the right to amend these terms and conditions at any time.

2. Definitions

- 2.1 Agreed start date: the day of scheduled course commencement; or a later day agreed between the Institute and the student as the commencement day in the enrolment offer, or (in the case of an overseas student) the confirmation of enrolment ("CoE").
- 2.2 Tuition fees: the fees that the Institute receives directly or indirectly from a student or intending student (or another person who pays the fees on behalf of a student) that are 'directly related to the provision of the course that the Institute is providing, or offering to provide, to the student'. In this context, 'tuition' has its ordinary meaning: a charge or fee for educational instruction.
- 2.3 Non-tuition fees: the fees that the Institute receives directly or indirectly from a student or intending student (or another person who pays the fees on behalf of a student), which constitute any other additional fees charged by the Institute that are not included in tuition fees. Non-tuition fees cover items not directly related to tuition, such as application fees and course material fees. Non-tuition fees include:

- i. Enrolment/application fee of \$250
 - ii. Re-issue of Student ID Card \$30.00
 - iii. Re-issue of Certificate \$100.00
 - iv. Re-issue of Statement of Attainment \$100.00
 - v. Airport pickup fee \$200.00
 - vi. Homestay placement fee \$250.00
 - vii. Bank account transaction fee for the debit card \$1.00 per transaction
 - viii. Visa/Master credit card transaction fee: 2.00% of total amount (min \$1.50)
 - ix. Amex/Diners credit card transaction fee: 3.65% of total amount (min \$2.50)
 - x. Offshore payment processing fee of \$35.00 per transaction
 - xi. Change of Confirmation of Enrolment (CoE) \$50.00 per eCOE
 - xii. Change of batch after course commencement date \$250.00
 - xiii. A late processing fee of \$100 for a monthly payment plan
 - xiv. A charge of \$200 per unit for a re-assessment of theory-only units, and \$250 for a re-assessment of units that include practical assessments.
- 2.4 Study period: A study period at the Institute is defined as a 25-week course duration, or less than 25 weeks for a short course.
- 2.5 Default by the Institute: refers to those instances where
- i. The course does not start on the agreed start day, or
 - ii. The course ceases to be provided at any time after it starts but before it is completed, or
 - iii. The course is not offered in full to the student because a sanction has been imposed on the Institute, and the student has not withdrawn before the default date.
- 2.6 Default by the student
- i. The course starts on the agreed start day, but the student does not begin the course on that day (and has not previously withdrawn); or
 - ii. The student withdraws from the course (before or after the agreed start day); or
 - iii. The Institute refuses to provide, or continue providing, the course to the student because of one or more of the following events:

- a. The student failed to pay an amount they were liable to pay the Institute, directly or indirectly (including any course money collected by education agents or other parties on behalf of the Institute, to undertake the course);
 - b. For an overseas student, a student breached a condition of his student visa, or
 - c. Misbehaviour by the student, as defined by the Institute's published rules.
- 2.7 An education agent refers to an entity (in or outside Australia) that
- i. Engages in any of the following activities in relation to a provider:
 - a. The recruitment of overseas students, or intending overseas students;
 - b. providing information, advice or assistance to overseas students, or intending overseas students, in relation to enrolment;
 - c. otherwise dealing with overseas students, or intending overseas students; and
 - ii. is not a permanent full-time or part-time officer or employee of the Institute.
- 2.8 Agent Agreement refers to the agreement between the Institute and the education agent, including the schedules.
- 2.9 CRICOS refers to the Commonwealth Register of Institutions and Courses for Overseas Students.
- 2.10 ESOS Act refers to the Education Services for Overseas Students Act 2000 of the Commonwealth of Australia.
- 2.11 National Code refers to the National Code of Practice for Providers of Education and Training to Overseas Students 2018.
- 2.12 Prospective student/applicant/client refers to a person who intends to become, or who has taken any steps towards becoming, an 'overseas student' or 'intending overseas student' as defined by the ESOS Act.
- 2.13 DHA refers to the Department of Home Affairs.
- 2.14 OSHC refers to the Overseas Student Health Cover.
- 2.15 eCoE refers to the electronic Confirmation of Enrolment.
- 2.16 2025 Standards for RTOs refers to the National Vocational Education and Training Regulator (Outcome Standards for NVR Registered Training Organisations) Instrument 2025.

3. General policy

- 3.1 Each prospective and continuing student acknowledges and agrees to the terms and conditions of this Fees and Refund Policy when signing the application form.
- 3.2 When the Institute accepts a student, it will provide a written agreement that includes details of the Fees and Refund Policy. The following plain English statement is provided to all applicants for enrolment as students: *"In the unlikely event that the Institute is unable to deliver your course in full, you will be offered a refund of all the unused prepaid tuition fees that you have paid to date. The refund will be paid to you within 28 days of the day the course ceased to be provided."*
- 3.3 Where fees are paid by a party on behalf of the student, the Institute reserves the right to notify that party.
- 3.4 The Institute is obliged to inform the Department of Home Affairs of any change of status where a student completes his course early, transfers to another provider, is excluded on academic grounds and fails to meet his visa conditions, defers or interrupts his study or otherwise changes the expected completion date of his study.

4. Fees Policy

- 4.1. The Institute charges a range of fees for both award and non-award courses. Before enrolment, students can read the fee details on the Institute's website.
- 4.2. A student must pay the tuition and non-tuition fees that are indicated on the Letter of Offer before applying for a Confirmation of Enrolment (CoE).
- 4.3. A student must pay the fees directly to the Institute's account. The Institute does not accept any liability for fees paid to an education agent or any other third party.
- 4.4. The Institute does not require prospective or current students to prepay fees exceeding A\$1500.
- 4.5. The Institute does not accept a tuition deposit exceeding 50% of a student's total tuition before a student commences his course, unless this student's total course duration is 25 weeks or less.
- 4.6. Before students commence their courses, their paid fees will be kept in a "holding account" and will not be accessed.
- 4.7. After receiving student payments, the Institute will issue receipts.
- 4.8. Before commencing their courses, students may elect to pay ongoing fees in periodic instalments on Orientation Day. A periodic instalment is a financial arrangement

between the Institute and a student that allows a student to pay fees via direct debit over an agreed period.

- 4.9. If a student chooses a periodic instalment (as stated on 3.7)
- i. The student will receive a debit notification two (2) days before the scheduled direct debit date.
 - ii. The student should pay all fees for the entire study period when withdrawing from the course.
- 4.10. If a student elects a periodic instalment (as stated on 3.7), and fails to make a payment on time
- i. The student will be charged a late processing fee of A\$100.00.
 - ii. The student will receive an email regarding the dishonoured payment and be advised to contact the Institute immediately.
 - iii. The student will be requested to clear the outstanding amount and the late processing fee within seven (7) working days. Otherwise, a repeated late processing fee of A\$100.00 will be applied every seven (7) working days.
 - iv. The student will be advised to contact the Institute's finance team if they experience financial hardship.
- 4.11. A student has 28 working days to pay outstanding fees. The Institute reserves the right to terminate a student's enrolment if outstanding fees are not cleared within 28 working days.
- 4.12. For any outstanding debts, the Institute reserves the right to engage an external debt collection agency to recover them. Under this situation, students are responsible for the fees charged by external debt collection agencies.
- 4.13. The Institute reserves the right to alter the fees. However, if a student has commenced his course, the fees listed in his most recent Offer Letter will not be affected.
- 4.14. The currency, fees, A\$, and \$ in this file refer to Australian dollars.

5. Refund policy

- 7.1 The Institute implements a clear, accurate, current, fair and equitable refund policy.
- 7.2 Payment of refunds
- i. Refunds are made in the same way fees were paid. If a fee is paid by credit card, the refund will be credited to the card; the same applies to other payment methods.

- ii. All approved refunds are made payable in Australian dollars.
- 7.3 Refund of application fees: Application Fees are non-refundable under any circumstances, except in the case listed in 4.8 (i).
- 7.4 Refund when a student visa is rejected
 - i. If students do not commence their courses when their student visa applications are rejected, they can apply for a full refund.
 - ii. If students have commenced their courses when their student visa applications are rejected, they can apply for a refund of the paid fees, less all paid material fees and tuition fees for any study period.
- 7.5 Refund when a student visa is not rejected
 - i. Students may request a refund of the total payments, less 25% of paid tuition fees, when they withdraw their courses 10 weeks before the agreed start date.
 - ii. Students may request a refund of the total payments, less 50% of paid tuition fees, when they withdraw their courses five (5) weeks before the agreed start date.
 - iii. Students may request a refund of the total payments, less 75% of the tuition fees paid, when they withdraw from their courses 28 days or fewer before the agreed start date.
 - iv. Students may not request a refund on or after the agreed start date, including when the DHA cancels student visas and/or CoEs are cancelled for failure to comply with the Institute's student Code of Conduct or to meet satisfactory course progress requirements.
- 7.6 Refund of Overseas Students Health Cover (OSHC) fees: if students paid the OSHC fees directly to the Institute
 - i. Students may request a full refund if their student visa applications are rejected and they do not commence their courses.
 - ii. Students may request a refund if their student visa applications are rejected and they have commenced their courses. The refund amount is the total OSHC payment minus the OSHC fees for any study period.
- 7.7 Refunds Where the Institute is in default
 - i. The Institute will make a full refund (including application fees) to students if it withdraws a Letter of Offer before the agreed start date.

- ii. The Institute will make a full refund of the unexpended portion of prepaid tuition and material fees if it cannot continue to offer a course after the agreed start date.
 - iii. When the situation 4.8.(1) and 4.8.(2) occurs, the Institute may offer alternative courses to students at no extra cost. A student has the right to choose whether to accept a full refund of tuition fees or to accept a place in another course. If a student decides to enrol in another course, the Institute will ask the student to sign a document confirming that the student has accepted the alternative placement.
- 7.8 Suppose the Institute is unable to provide a refund or place a student in an alternative course. In that case, the Tuition Protection Service will assist the student in finding an alternative suitable course at another education provider.

6. Special circumstances

- 6.1. Special circumstances are determined at the discretion of the Institute's CEO, as preventing a student from taking up the course where:
- i. Illness
 - ii. Family or personal matters
 - iii. Other extraordinary reasons
- 6.2. The Institute's CEO will evaluate and determine special circumstances on a case-by-case basis and request students to provide supporting evidence.
- 6.3. When the Institute's CEO determines that special circumstances occur, students may request a refund or apply to transfer their prepaid tuition fees to the subsequent available courses.

7. Refund procedure

- 7.1 All refund applications must be submitted using the Institute's refund application form along with supporting documents. The form is available from the reception desk or from the student support team.
- 7.2 The email address to submit a refund request is on the refund application form.
- 7.3 The Institute reserves the right to deny a refund request if a student or a student's authorised representative submits fraudulent documents.
- 7.4 The Institute will approve or deny a refund request within 28 days of receipt.

8. Tuition protection service (TPS)

- 8.1 The Tuition Protection Service (TPS) is an Australian Government initiative that assists overseas learners whose education providers are unable to fully deliver the course of study for which tuition fees have been paid.
- 8.2 The Institute is a member of the Australian Government-endorsed Tuition Protection Service (TPS) and will maintain its membership for the duration of its registration as an education provider.
- 8.3 In the unlikely event that the Institute is unable to complete course delivery and refund prepaid fees, students may, when applicable, receive a refund of any unspent tuition fees in excess of A\$1500, or assistance in finding alternative courses from TPS. For more information, visit <https://tps.gov.au>.

VERSION HISTORY

Version Number	Date	Summary of changes
1.0	July 2024	New policy
2.0	July 2025	Revised and updated to include the changes according to the Standards for Registered Training Organisations (2025).
3.0	December 2025	Revised and updated to include the changes according to the ESOS 2000 Act.