



Fee and Refund Policy

Tred Consultants Pty Ltd Trading as TrEd College

RTO 40797 | CRICOS Provider Code 03741E

Version 4.0, 24 September 2026

1. Purpose

This policy sets out how TrEd College sets, discloses, collects, refunds and accounts for fees for domestic students and for overseas students, and how it discharges its statutory obligations when a provider default or a student default occurs.

Its purpose is to ensure that every refund is calculated on the correct legal basis, paid to the correct person, paid within the correct statutory period, notified where notification is required, and supported by evidence that can be produced on request.

2. Scope

2.1 This policy applies to all students, all courses and all fees received by TrEd College directly or indirectly, including fees received through an education agent or any other person who pays on behalf of a student.

2.2 Sections 1 to 6 and sections 22 to 28 apply to all students. Section 7 applies to domestic students. Sections 8 to 21 apply to overseas students and intending overseas students. The evidence, recipient verification, approval, recordkeeping and monitoring controls in sections 18.2 to 18.5 and sections 23 to 25 are also applied to domestic refunds.

2.3 Domestic and overseas refund entitlements arise under separate legal frameworks. They are not to be combined, averaged or substituted for one another, and a term drawn from one framework is not to be applied to the other.

3. Legislative and regulatory basis

3.1 Overseas students and intending overseas students:

- Education Services for Overseas Students Act 2000, in particular sections 7, 15, 19, 21, 27, 28, 29, 46A, 46B, 46D, 46E, 46F, 47A, 47B, 47D, 47E, 47F, 47G, 47H and 48
- Education Services for Overseas Students Regulations 2019, in particular section 7
- Education Services for Overseas Students (Calculation of Refund) Instrument 2024, F2024L01231
- Education Services for Overseas Students (Notice Requirements) Instrument 2022, F2022L01298
- Education Services for Overseas Students (Notice Requirements—Student Defaults) Instrument 2026, F2026L00312
- National Code of Practice for Providers of Education and Training to Overseas Students 2018, in particular Standard 1 (Marketing information and practices), Standard 2 (Recruitment of an overseas student), Standard 3 (Formalisation of enrolment and written agreements), Standard 4 (Education agents), Standard 7 (Overseas student transfers), Standard 9 (Deferring, suspending or cancelling the overseas student's enrolment) and Standard 10 (Complaints and appeals)

3.2 All students:

- National Vocational Education and Training Regulator (Outcome Standards for NVR Registered Training Organisations) Instrument 2025, F2025L00354
- National Vocational Education and Training Regulator (Compliance Standards for NVR Registered Training Organisations and Fit and Proper Person Requirements) Instrument 2025, F2025L00355, in particular section 18, prepaid fee protection measures
- National Vocational Education and Training Regulator Act 2011
- Competition and Consumer Act 2010, Schedule 2, the Australian Consumer Law
- Privacy Act 1988
- Any Commonwealth, State or Territory funding contract in force from time to time

3.3 Where a provision of this policy is inconsistent with the Act, the Regulations or an instrument made under the Act, the legislation prevails and the inconsistent provision has no effect.

4. Definitions

Term	Meaning in this policy
Course fees	For a refund calculated under section 10(2) of the Calculation of Refund Instrument 2024, the sum of the tuition fees received by TrEd College in respect of the student and the non-tuition fees, if any, received by TrEd College in respect of the student, as provided by section 10(3) of that Instrument.
Default day	The day fixed by section 5 of the ESOS Act for the default concerned. For a failure to start, the agreed starting day. For a withdrawal, the day the student withdraws. For a refusal by TrEd College to provide or continue providing the course, the day of that refusal. For a provider default where a course ceases, the day the course ceases to be provided.
Non-tuition fees	Fees excluded from tuition fees by section 7(3) of the Education Services for Overseas Students Regulations 2019, being fees for books or equipment sold to the student, health insurance, administration, accommodation other than accommodation the student occupies for a short time while undertaking training, excursions, fieldwork or practical experience to which section 7(2)(a) of the Regulations applies, and assisting the student to apply for or hold a student visa.
Provider default	A default by TrEd College under section 46A of the ESOS Act.
Provider obligation period	The statutory period within which TrEd College must discharge an obligation, fixed by section 46D, section 47D or section 47E of the ESOS Act as the case requires.
Student default	A default by a student under section 47A of the ESOS Act.
Tuition fees	Fees TrEd College receives, directly or indirectly, from a student or from another person paying on the student's behalf, that are directly related to the provision of a course, as defined in section 7 of the ESOS Act. Section 7(2) of the Regulations prescribes as tuition fees the fees for lectures, tutorials, tutoring sessions, training, excursions, fieldwork, laboratories or practical experience that form part of the course, or are intended to assist the student to progress in the course, whether or not they are a mandatory part of it, and the fees for matters ancillary to those activities.
Weekly tuition fee	Total tuition fees for the course divided by the number of calendar days in the course, multiplied by seven, rounded up to the nearest whole dollar, as set by section 6 of the Calculation of Refund Instrument 2024.

Term	Meaning in this policy
Weeks in default period	The number of weeks in relation to the course during which the default subsisted and for which TrEd College received payment of tuition fees in respect of the student, as required by section 7(1)(a) and 7(1)(b) of the Calculation of Refund Instrument 2024. The number is worked out as the number of calendar days from the default day to the end of the period to which the payment relates, divided by seven, rounded up to the nearest whole number. A week for which no tuition fees were received in respect of the student is not counted.
Written agreement	The agreement required by section 47B of the ESOS Act and Standard 3 of the National Code.

5. General refund principles

5.1 A statutory refund obligation arises by operation of law when the default occurs. The entitlement does not depend on the student making an application, completing a form, requesting the refund or supplying documents. The only qualification is that, under section 47D(4) of the ESOS Act, the four week period for paying a section 47D refund runs from the day TrEd College receives a written claim from the student. That affects when the section 47D payment falls due. It does not make the entitlement conditional on a claim, and it does not apply to a refund under section 46D or section 47E.

5.2 TrEd College will not apply a policy term, an agreement term, a form requirement or an administrative practice that reduces, delays, conditions or removes a statutory entitlement.

5.3 TrEd College may invite a student to provide bank account details or supporting information so that a refund can be paid. That invitation does not postpone the due date and does not extinguish the entitlement if the student does not respond.

5.4 Every refund is calculated from documented source records, and not from the invoiced amount or the amount recorded on the confirmation of enrolment. The inputs differ by formula. The weekly tuition fee is worked out from the total tuition fees for the course and the number of calendar days in the course, under section 6 of the Calculation of Refund Instrument 2024. The weeks in default period is worked out from the default day and the end of the period to which the payment relates, and counts only weeks for which tuition fees were received in respect of the student, under section 7 of that Instrument. Course fees under section 10(3) of that Instrument is the tuition fees and non-tuition fees actually received. Each input is evidenced from the written agreement, the fee schedule, the student ledger and the bank records.

5.5 Fees received indirectly. Where an education agent or any other person collects fees on behalf of TrEd College, the amount received indirectly is the gross amount the student paid in respect of the course. A commission, service fee, retention or other deduction taken by that person before remitting does not reduce the amount treated as received by TrEd College and does not reduce the refund. Where it is contended that the agent collected as agent for the student rather than for TrEd College, that characterisation is determined from the education agent agreement and the written agreement, is approved under section 24 and is recorded with reasons on the refund file.

5.6 Every refund payment is accompanied by a written statement explaining how the amount was worked out.

5.7 Where a statutory entitlement and a contractual entitlement both apply to the same default, the student receives the higher amount.

5.8 This policy may be amended only by the approval process in section 24. An amendment operates prospectively from the date of publication. An amendment does not reduce a right that has already accrued to a student and does not vary a written agreement already executed.

6. Fees and payment disclosures

6.1 All tuition fees and non-tuition fees are set out in plain English in the letter of offer and the written agreement, and are disclosed before any fee is accepted.

6.2 The disclosure identifies each fee, the amount, when it is payable, the period to which it relates, and whether it is a tuition fee or a non-tuition fee.

6.3 The approved fee schedule is the only authorised source of fee amounts. Marketing material, agent material and the website must match it.

6.4 Fees are not varied for a student after the written agreement is executed, except for the cost of any extension to the course requested by the student. Any variation operates prospectively and is agreed in writing.

6.5 TrEd College does not receive more than 50 per cent of a student's total tuition fees for a course before the student has begun the course, as required by section 27(1) of the ESOS Act. Section 27(2) removes that limit only where the student, or the person responsible for paying the fees, chooses to pay more than 50 per cent before the course begins, or where the course has a duration of 25 weeks or less. Reliance on either exception is recorded in writing on the student file.

6.6 Protected account for pre-commencement tuition fees. Where TrEd College receives tuition fees in respect of an overseas student or intending overseas student before the student has begun the course, it maintains an account with an Australian ADI under section 28 of the ESOS Act, pays those fees to the credit of that account within 5 business days of receiving them under section 29(2), and keeps the protected amount standing to the credit of the account at all times under section 29(3).

6.7 An amount is withdrawn so as to reduce the balance below the protected amount only to pay a refund under section 46D, 47D or 47E, to pay an alternative provider where a place is arranged under section 46D, or to pay the TPS Director under section 50C. A withdrawal does not exceed the tuition fees received in respect of that student before the student began the course. The protected amount is not available for the payment of a debt of any creditor of TrEd College, as provided by section 29(6).

6.8 Protection of prepaid tuition fees

Where TrEd College receives tuition fees before an overseas student or intending overseas student begins the course, and TrEd College is not exempt under section 31 of the ESOS Act, TrEd College maintains the required designated account with an Australian ADI. Prepaid tuition fees are credited to that account within five business days of receipt. TrEd College maintains the protected amount and permits withdrawals only in accordance with section 29 of the ESOS Act. The account is reconciled against fee receipts and student ledgers under TrEd College's controlled finance procedures, with exceptions escalated to the Chief Executive Officer and governing body.

Prepaid fee protection for overseas students

6.9 For an overseas student or intending overseas student, the protection applying to prepaid tuition fees is the account maintained under sections 28 and 29 of the ESOS Act as set out in clauses 6.6 and 6.7, together with the Tuition Protection Service established under Part 5 of the ESOS Act. TrEd College is a registered provider for the purposes of the ESOS Act and pays the TPS levy required by section 24 of the Act. Prepaid fee protection for domestic VET students is dealt with in clauses 7.9 and 7.10.

Domestic VET student refunds

7.1 This section applies to domestic students. It does not apply to overseas students, whose entitlements are set by the ESOS Act and are dealt with in sections 8 to 21.

7.2 Fees for training and assessment services already properly delivered are not refundable, except where the Australian Consumer Law, a funding contract or a decision under section 7.6 requires otherwise.

7.3 Where a domestic student withdraws in writing before the agreed commencement date, tuition fees paid for the course are refunded in full, less any non-tuition fee that has been separately disclosed, has actually been incurred by TrEd College and is a genuine pre-estimate of that cost.

7.4 Where a domestic student withdraws in writing after commencement, tuition fees for study periods not yet commenced are refunded, and fees for the current study period are dealt with under the written agreement and section 7.6.

7.5 Where TrEd College cancels a course, changes the delivery date, changes the location, is unable to provide a required work placement, or otherwise fails to deliver, all fees paid for the undelivered training are refunded in full, including non-tuition fees where the service was not delivered.

7.6 A domestic student may apply for a refund in special circumstances. The decision is made under section 24, is recorded in writing with reasons, and takes account of the training actually delivered, the student's circumstances, the written agreement, the Australian Consumer Law and any funding contract requirement.

7.7 Where a course is funded under a Commonwealth, State or Territory funding contract, the fee and refund requirements of that contract apply in addition to this policy, and where the contract is more favourable to the student the contract prevails.

7.8 A refund is not paid twice for the same amount. For a domestic student, an amount is not refunded where it has already been credited against a debt owed by the student and the credit has been notified to the student in writing. This section applies to domestic students only and is subject to the Australian Consumer Law and any funding contract. It does not apply to a refund under the ESOS Act, which is dealt with in section 15.4.

7.9 Prepaid fee protection. TrEd College does not receive, directly or through a third party, prepaid fees from or on behalf of an individual in excess of \$1,500 in relation to the same VET course, being the threshold prepaid fee amount in section 18(1) of the Compliance Standards Instrument 2025. Fee schedules and payment plans are set so that the threshold is not reached, and a payment that would take the total received above the threshold is not accepted unless one of the arrangements in section 18(4) of that Instrument is in place before it is received, being an unconditional financial guarantee from a bank operating in Australia, a current membership of a tuition assurance scheme operator, or another fee protection measure approved by the National VET Regulator.

7.10 Protection of prepaid VET fees

TrEd College will not accept prepaid fees exceeding \$1,500 from or on behalf of an individual for the same VET course before the relevant services are delivered, unless a fee-protection arrangement permitted by section 18(4) of the Compliance Standards is in force. Cumulative receipts, including amounts received through third parties acting on TrEd College's behalf, are monitored against this limit. Any attempted or inadvertent excess receipt must be immediately escalated and managed under the Refund Calculation Procedure.

8. Overseas student written agreements

8.1 TrEd College enters into a written agreement with each overseas student and each intending overseas student, signed or otherwise accepted by the student, at or before the time it accepts payment of any tuition fee or non-tuition fee.

8.2 Where the student is under 18 years of age, the agreement is signed or otherwise accepted by the student's parent or legal guardian.

8.3 The written agreement meets section 47B of the ESOS Act and Standard 3 of the National Code, including the amounts that may or may not be repaid, the process for claiming a refund, any person other than the student who may receive a refund, a plain English explanation of what happens if a course is not delivered including the role of the Tuition Protection Service, and the statement set out in section 22.3 of this policy.

8.4 A term of the written agreement that would reduce, delay or remove an entitlement under the ESOS Act has no effect to the extent of the inconsistency.

8.5 Where TrEd College has not entered into a written agreement that meets section 47B, the refund is calculated under section 47E of the ESOS Act and the Calculation of Refund Instrument 2024. An agreement that does not meet section 47B is not an acceptable alternative basis for calculating a refund and is not to be relied on for that purpose.

8.6 The written agreement template, the letter of offer and the fee schedule are controlled documents and are reviewed whenever this policy is amended.

9. Provider default

9.1 A provider default occurs under section 46A of the ESOS Act where TrEd College fails to start to provide a course to a student at a location on the agreed starting day, or where the course ceases to be provided at that location after it starts and before it is completed, and the student has not withdrawn before the default day. A provider default occurs where TrEd College is prevented from providing the course at the location because a sanction has been imposed under Part 6 of the ESOS Act. A provider default does not occur where TrEd College fails to start to provide the course, or the course ceases to be provided, because the student defaults under section 47A(1)(c).

9.2 TrEd College must notify the ESOS agency and the Tuition Protection Service Director in writing within 3 business days of the default occurring, and must notify each affected student in writing.

9.3 TrEd College must discharge its obligations to each affected student within 14 days after the default day, either by arranging a place in a suitable alternative course at its own expense which the student accepts in writing, or by paying a refund of unspent tuition fees calculated under section 8 of the Calculation of Refund Instrument 2024. The section 46D(6) refund is a refund of unspent tuition fees. Non-tuition fees are dealt with under section 16.5.

9.4 TrEd College must notify the outcome to the ESOS agency and the Tuition Protection Service Director within 7 days after the end of the provider obligation period.

9.5 Failure to discharge the obligation is an offence of strict liability under section 46E of the ESOS Act.

9.6 The steps by which a provider default is identified, notified, discharged, evidenced and reported are set out in the Refund Calculation Procedure.

10. Student default under a compliant written agreement, section 47D

10.1 This section applies where a student defaults under section 47A of the ESOS Act and TrEd College has entered into a written agreement with that student that meets section 47B.

10.2 The refund is the amount, if any, required by the written agreement.

10.3 The refund is paid to the student, or to a person other than the student who is specified in the written agreement as a person who may receive a refund under section 47D.

10.4 The refund is paid within 4 weeks after TrEd College receives a written claim from the student. That period is the provider obligation period for a section 47D refund.

10.5 A written claim is relevant only to a refund under this section. It is not a precondition to a refund under section 47E.

10.6 This section does not apply where the student was refused a student visa and the refusal was a reason for the default. In that case section 12 applies and the refund is made under section 47E.

11. Student default where no compliant written agreement exists, section 47E

11.1 This section applies where a student defaults under section 47A of the ESOS Act and either TrEd College has not entered into a written agreement with that student that meets section 47B, or no refund is payable under section 47D because of section 47D(5).

11.2 TrEd College must pay the student a refund of the amount worked out under the Calculation of Refund Instrument 2024. The amount is not limited to unspent tuition fees. For a calculation under section 10(2) of the Instrument the base is course fees, being the tuition fees and the non-tuition fees received in respect of the student.

11.3 Where the default is not a visa refusal case, the amount is calculated under section 9 of the Instrument, being the weekly tuition fee multiplied by the weeks in default period.

11.4 The refund is paid to the student. Section 47E does not permit payment to a third party in place of the student.

11.5 The refund is paid within 4 weeks after the default day. It does not run from the date of a student application, an invoice, an approval or a visa refusal.

11.6 No application, form, request or supporting document is required before the refund is calculated or paid.

11.7 Failure to pay a refund in accordance with section 47D or section 47E is an offence of strict liability under section 47G of the ESOS Act.

12. Student visa refusal

12.1 Where a student is refused a student visa and the refusal was a reason for the student failing to start the course, withdrawing from the course, or failing to pay an amount the student was liable to pay, no refund is required under section 47D and the refund is required under section 47E of the ESOS Act.

12.2 A visa refusal does not automatically produce a full refund. The amount is calculated under section 10 of the Calculation of Refund Instrument 2024, as set out in section 17.

12.3 TrEd College verifies the refusal from the records available to it and may ask the student to assist by providing the refusal notice or other information.

12.4 The absence of a student supplied refusal notice does not extinguish, reduce or postpone a statutory entitlement. Where TrEd College is reasonably satisfied on the available records that a refusal occurred and caused the default, the refund is calculated and paid.

12.5 The date of the visa refusal is not used as the default day. The default day is fixed by sections 13, 14 or 15 according to what the refusal caused.

13. Failure to start

13.1 Where the student does not start the course on the agreed starting day and has not previously withdrawn, the default day is the agreed starting day.

13.2 Where the failure to start was caused by a visa refusal, the refund is calculated under section 10(2) of the Calculation of Refund Instrument 2024, being the course fees less the lesser of 5 per cent of the course fees received before the default day or \$500.

13.3 Where the failure to start was not caused by a visa refusal, the refund is determined under section 10 where a compliant written agreement is in force, and otherwise under section 11.

14. Withdrawal before or after commencement

14.1 Where a student withdraws from the course, whether before or after the agreed starting day, the default day is the day the student withdraws.

14.2 Where the withdrawal was caused by a visa refusal, the refund is calculated under section 10(4) of the Calculation of Refund Instrument 2024, being the weekly tuition fee multiplied by the weeks in default period.

14.3 Where the withdrawal was not caused by a visa refusal and a compliant written agreement is in force, the refund is the amount required by that agreement, applied under section 10 of this policy.

14.4 Where the withdrawal was not caused by a visa refusal and no compliant written agreement is in force, the refund is calculated under section 9 of the Instrument, applied under section 11 of this policy.

14.5 A withdrawal scale in a written agreement is a contractual term. It does not apply where section 47E governs the refund, and it does not reduce a statutory entitlement.

14.6 Special circumstances. A student may apply for a discretionary refund in circumstances beyond the student's control. A discretionary refund is additional to, and never in substitution for, a statutory entitlement. The decision is made under section 24 and recorded with reasons.

14.7 A failed unit or a failure to meet academic progression requirements does not by itself determine whether a refund is payable. Each of the following is assessed separately. Fees for training and assessment services already properly delivered are ordinarily retained. A withdrawal is dealt with under this section. A provider default is dealt with under section 9. Contractual refund terms in the written agreement continue to apply. Special circumstances are dealt with under section 14.6. Rights under the Australian Consumer Law are unaffected. Any funding contract requirement continues to apply.

15. Failure to pay and refusal to provide or continue the course

15.1 Where TrEd College refuses to provide, or to continue providing, the course to a student because the student failed to pay an amount the student was liable to pay, breached a condition of the student visa, or engaged in misbehaviour, the student defaults under section 47A(1)(c) of the ESOS Act and the default day is the day of that refusal.

15.2 TrEd College accords the student natural justice before refusing to provide or continue providing the course on the ground of misbehaviour.

15.3 Where the failure to pay was caused by a visa refusal, the refund is calculated under section 10(4) of the Calculation of Refund Instrument 2024.

15.4 An outstanding debt does not extinguish, reduce or delay a refund entitlement. No set off, ledger credit, withholding or deduction is applied against an amount payable under section 46D or section 47E of the ESOS Act. The full calculated amount is paid to the student within the statutory period, and any debt owed by the student is pursued separately. Section 29(6) of the ESOS Act confirms that the protected amount is not available for the payment of a debt of any creditor of TrEd College.

16. Tuition and non-tuition fees

16.1 No fee is non-refundable in all circumstances. The treatment of a fee is determined by whether it is a tuition fee or a non-tuition fee, the category of default, the applicable statutory formula, the terms of the written agreement, the Australian Consumer Law, and the amount actually received by TrEd College.

16.2 Tuition fees are fees received directly or indirectly that are directly related to the provision of the course, as defined in section 7 of the ESOS Act and section 7(2) of the Regulations.

16.3 Non-tuition fees are the classes of fees excluded by section 7(3) of the Regulations. An administration fee is a non-tuition fee. An application fee or an enrolment fee is a non-tuition fee only where it is an administration

fee in substance. The characterisation of every fee on the fee schedule is recorded and is not assumed from the name given to the fee.

16.4 For a refund calculated under section 10(2) of the Calculation of Refund Instrument 2024, non-tuition fees form part of course fees and are included in the amount refunded, subject only to the statutory deduction. They are not treated as non-refundable.

16.5 For a refund calculated under section 8, section 9 or section 10(4) of that Instrument, the formula operates on tuition fees. Non-tuition fees are then dealt with under the written agreement and the Australian Consumer Law, and are refunded where the service they relate to has not been supplied.

16.6 A fee is retained only where the service it relates to has been supplied, or where the amount is a genuine pre-estimate of a cost actually incurred, and only where the retention is disclosed in the written agreement and is permitted by law.

16.7 A fixed deduction, including the deduction of \$300 that appears in historical records, is not applied as a general rule. The only deduction permitted on a section 10(2) calculation is the lesser of 5 per cent of the course fees received before the default day or \$500.

17. Refund calculation basis

17.1 The calculation that applies is determined by the cohort, the default type, whether a compliant written agreement was in force, whether a visa refusal caused the default and the correct default day. The Refund Calculation Procedure sets out the order in which those questions are answered and recorded, and the source record for each input.

Situation	Basis	Amount
Provider default	ESOS Act section 46D(6) and Instrument 2024 section 8	Weekly tuition fee multiplied by weeks in default period
Student default, compliant written agreement in force, no visa refusal	ESOS Act section 47D(2)	The amount required by the written agreement
Student default, no compliant written agreement, no visa refusal	ESOS Act section 47E(2) and Instrument 2024 section 9	Weekly tuition fee multiplied by weeks in default period
Visa refusal causing failure to start on the agreed starting day	ESOS Act section 47E(2) and Instrument 2024 section 10(2) and 10(3)	Course fees, being tuition fees plus nontuition fees received, less the lesser of 5 per cent of course fees received before the default day or \$500
Visa refusal causing withdrawal, or causing failure to pay an amount owed	ESOS Act section 47E(2) and Instrument 2024 section 10(4)	Weekly tuition fee multiplied by weeks in default period

17.2 The inputs are not interchangeable. The weekly tuition fee uses the total tuition fees for the course and the number of calendar days in the course, not the amount received. The weeks in default period uses the default day and the end of the period to which the payment relates, and counts only weeks for which tuition fees were received. Course fees under section 10(3) of the Instrument uses the tuition fees and non-tuition fees actually received. No input is taken from the confirmation of enrolment figure or an invoice.

17.3 Historical applicability. The Education Services for Overseas Students (Calculation of Refund) Specification 2014 was repealed by the Calculation of Refund Instrument 2024, which commenced on 1 October 2024. A refund obligation arising from a default before that date may need to be assessed under the 2014 Specification. The 2014 Specification is not used as the operating basis for any current or future calculation. Any assessment of

a pre October 2024 obligation is carried out separately under step 16 of the Refund Calculation Procedure, is approved by the Chief Executive Officer and is recorded as a historical assessment. TrEd College may seek advice from its external legal advisers on that assessment. The Chief Executive Officer remains responsible for the assessment and its record.

18. Payment recipient

18.1 A refund is paid only to a person the ESOS Act permits to receive it. A refund under section 46D or section 47E is paid to the student. A refund under section 47D is paid to the student, or to the person other than the student who is already specified in the written agreement as a person who may receive a refund under that section. Section 47D(3) is exhaustive as to recipient.

18.2 Payment is made to a verified bank account held in the name of the permitted recipient. Verification is performed by a person other than the person who prepared the calculation and records the account name, the identifiers sighted, the source document relied on and the date.

18.3 A written authority from the student, an instruction from an education agent, an administrative approval or any other transaction specific document does not create an alternative recipient and is not a basis for paying a statutory refund to a person other than the permitted recipient. Where a student asks for payment to be made to another person, the request is recorded on the file and the refund is paid to the permitted recipient.

18.4 Where a student cannot be located, the amount is held in a separately identified account or ledger control, and the obligation is not treated as discharged.

18.5 The verification, approval and evidence steps for each payment are set out in the Refund Calculation Procedure.

19. Education agent and third party payments

19.1 A statutory refund is not paid to an education agent or to another third party. The only exception is a person other than the student already specified in the written agreement for the purposes of section 47D, and that exception does not apply to a refund under section 46D or section 47E.

19.2 An education agent agreement does not make the agent a permitted recipient, and neither does an authority naming the student and the transaction. Only the written agreement can specify a person other than the student for the purposes of section 47D.

19.3 Payment to an education agent does not by itself establish that the student received the refund.

19.4 A commission, a debt owed by the student to the agent, or an agent invoice is not set off against a refund.

19.5 TrEd College does not give an education agent commission in relation to the recruitment of an overseas student who has commenced studying in a course with another registered provider, except where Standard 4.8 of the National Code permits it.

20. Statutory timeframes

Obligation	Statutory period	Runs from
Provider default, initial notice to the ESOS agency and the TPS Director	3 business days	The day the default occurs
Provider default, discharge of obligations to the student	14 days	The default day
Provider default, notice of outcome	7 days	The end of the provider obligation period under section 46D

Obligation	Statutory period	Runs from
Refund under section 47D	4 weeks	The day TrEd College receives a written claim from the student
Refund under section 47E	4 weeks	The default day
Notice under section 47H to the ESOS agency and the TPS Director	7 days	The end of the provider obligation period under section 47E
PRISMS entry under section 19 of the ESOS Act for non-commencement or termination of studies	31 days, or 14 days where the student is less than 18 years of age	The day the event occurs

20.1 These periods are separate and are not merged. A single general timeframe is not applied to all refunds.

20.2 A period is not extended by an internal approval step, by the absence of a student application, by the absence of bank account details or by a delay in receiving evidence.

20.3 Where a payment cannot be made within the statutory period, the reason is recorded and the matter is escalated under section 25.

21. PRISMS and Tuition Protection Service notifications

21.1 Provider default notices are entered in PRISMS under section 46B of the ESOS Act and the Education Services for Overseas Students (Notice Requirements) Instrument 2022, and the outcome notice is entered under section 46F of the Act.

21.2 Where a refund is required under section 47E, TrEd College gives notice to the ESOS agency and the Tuition Protection Service Director within 7 days after the end of the provider obligation period, stating whether a refund was provided, the details of the student, and the amount of the refund.

21.3 Separately from the refund obligations, TrEd College enters in PRISMS the information required by section 19 of the ESOS Act, including prescribed information about an accepted student who does not begin the course when expected and any termination of an accepted student's studies before the course is completed, within 31 days after the event, or within 14 days where the student is less than 18 years of age. That obligation is not satisfied by a refund notification and does not displace one.

21.4 The PRISMS entry required by section 6 of the Education Services for Overseas Students (Notice Requirements—Student Defaults) Instrument 2026 records, where no refund was provided, the reason, and where a refund was provided, the date the refund was paid to the student, confirmation that the amount was calculated as required, and the date the student default occurred.

21.5 A PRISMS entry is made only from a source document. A payment date is never entered unless the payment is evidenced, and a statement that obligations were met is never entered where they were not met.

21.6 The entry, verification and correction controls are set out in the Refund Calculation Procedure.

22. Complaints, appeals and the Australian Consumer Law

22.1 A student who is dissatisfied with a fee or refund decision may use TrEd College's internal complaints and appeals process and the external complaints process, in accordance with Standard 10 of the National Code and the Standards for Registered Training Organisations 2025.

22.2 Nothing in this policy or in a written agreement limits a student's rights under the Australian Consumer Law, or a student's right to make a complaint, to appeal a decision, or to pursue any other legal remedy.

22.3 The written agreement contains the statement required by Standard 3.4.5 of the National Code, in the following terms.

“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 Australian Consumer Law if the Australian Consumer Law applies”.

22.4 This statement is reproduced without alteration. It is not paraphrased, summarised or replaced with alternative wording.

23. Records and evidence

23.1 A complete record is created and retained for every refund, sufficient to establish the legal basis, the calculation, the fees actually received, the due date, the approval, the recipient, the payment and the notification. The Refund Calculation Procedure lists the records that make up that file.

23.2 Records are held in the student management system and in the controlled evidence folder for the student, and are retrievable by student, by default day and by transaction date.

23.3 Records are retained for the period required by the ESOS Act, the National Code, the Standards for Registered Training Organisations 2025 and any applicable funding contract, and in any event for not less than seven years from the date of the transaction.

23.4 Personal information in refund records is handled in accordance with the Privacy Act 1988.

24. Approval and financial delegations

24.1 A statutory refund is not a discretionary decision. It is calculated and paid because the law requires it. Approval is a control on accuracy and payment, not a decision whether to refund.

24.2 Every refund requires a documented calculation, verification of the calculation and of the fees actually received, verification of the recipient and the account, and dual approval before payment.

24.3 No person may prepare, verify, approve and pay the same refund.

24.4 Any discretionary refund under section 7.6 or section 14.6 is decided by TrEd College and requires written approval, with reasons, by the Chief Executive Officer or an authorised senior officer nominated in writing by the Board. TrEd College may seek advice from its external legal advisers before the decision is made. An external legal adviser does not approve, calculate or administer a refund, and the approving officer remains responsible for the decision and its record. There is no approval route by which a statutory refund may be paid to a person other than the permitted recipient identified in section 18.1.

24.5 Delegations are recorded in writing, are reviewed annually, and are set out in the Refund Calculation Procedure.

25. Monitoring, reporting and review

25.1 A refund register is maintained recording, for every default, the student, the default category, the default day, the instrument applied, the amount calculated, the due date, the payment date, the recipient, the evidence held and the notification status.

25.2 The register is reconciled monthly to the bank records and to the student ledgers.

25.3 The Board reviews the register each quarter, together with every exception, every missed statutory timeframe and every payment made other than to the student.

25.4 A suspected breach of the ESOS Act, the National Code or this policy is escalated to the Chief Executive Officer on the day it is identified and reported to the Board.

25.5 Corrective action is recorded in the continuous improvement register.

25.6 This policy is reviewed at least annually, and whenever the ESOS Act, the Regulations, an instrument, the National Code, the Standards for Registered Training Organisations or a funding contract changes.

26. Responsibilities

Role	Responsibility
Board	Approves this policy, reviews refund performance quarterly, approves delegations, oversees remediation
Chief Executive Officer	Accountable for compliance with Part 5 of the ESOS Act, approves payments jointly with the Finance Manager, approves discretionary refunds under section 24.4 and historical assessments under section 17.3, nominates the PRISMS user
Director	Identifies defaults, maintains the refund register, makes and monitors statutory notifications, escalates breaches, maintains this policy
Finance Manager	Verifies calculations, verifies fees actually received, approves payments jointly with the Chief Executive Officer, maintains the ledger
National Training Manager	Identifies course commencement, continuation and location changes that may cause a provider default
Student Administration	Issues written agreements before accepting fees, records withdrawals and default events, issues written statements of calculation
Education agents	Provide accurate fee information, remit fees, provide payment records on request, make no representation about refunds inconsistent with this policy

27. Related documents

- Refund Calculation Procedure, being the operating procedure for this policy
- Visa refusal monitoring and reporting procedure
- PRISMS Data Entry and Validation Procedure
- Student default notification workflow
- Written agreement and letter of offer template
- Fee schedule
- Refund Request Form, which is available to students and is not a precondition to a statutory refund
- Complaints and Appeals Policy
- Records Management and Data Integrity Policy

28. Document control

Field	Detail
Document title	Fee and Refund Policy
Policy owner	Director
Policy approver	CEO
Version	4.0
Approval date	24 Sep 2026

Field	Detail
Effective date	24 Sep 2026
Review date	Twelve months after the effective date
Status	Approved
Registered entity	Tred Consultants Pty Ltd
Trading name	TrEd College
RTO number	40797
CRICOS provider code	03741E

28.1 This document is a controlled document. The authorised copy is the copy held in the controlled document library. A printed copy is uncontrolled.

28.2 On approval, the superseded version is withdrawn from the website and from all distribution points on the same day the approved version is published, and a copy of the superseded version is retained in the version history.

28.3 The clause by clause mapping of this policy to the Act, the instruments and the National Code is an internal legal and approval record. It is held in the Combined Clause Compliance Mapping and is not published with this policy.

28.4 Version history.

Version	Date	Author	Summary of change	Approved by
1.0	1 July 2025	Compliance Team	Version identified as document 28.9 and published on the website	CEO
2.0	21st Sep 2026	Compliance review	Full rewrite to the ESOS Act, the Calculation of Refund Instrument 2024, the Notice Requirements Instrument 2022, the Notice Requirements Student Defaults Instrument 2026 and the National Code 2018. Operating detail moved to the Refund Calculation Procedure.	Approved CEO
3.0	22ND Sep 2026	Director	Completed clauses 6.8 and 7.10 by replacing the pre approval placeholders with TrEd College's confirmed controls for protected tuition fees and prepaid VET fees, added clause 6.9 on prepaid fee protection for overseas students, corrected the clause 7.10 cross reference, updated the accountable position from Compliance Manager to Director, recorded the approver, and corrected the effective year and reviewed approval dates, version references and CRICOS details across the document suite.	Approved CEO
4.0	24 Sep 2026	Compliance review	UPDATED references and Clause 24.4 now names the Chief Executive Officer or an authorised senior officer nominated in writing by the Board as the approver, and clause 17.3 names the Chief Executive Officer for historical assessments. the decision. Updated the responsibilities table to	Approved CEO

Version	Date	Author	Summary of change	Approved by
			match and separated two items in the related documents list.	