Department	Vocational Education & Training		**Author**	RTO Manager	
Quality Controlled Document No. & Title	4.0	Fee and Refund Policy	**Approved**	RTO CEO	
Version	1.0		**Authorised**	RTO Academic Board	
SRTOs 2025 & ESOS Act	Standard 2.1 of the Outcome Standards for RTOs Marketing and advertising requirements, AQF certification documentation and prepaid fee protection measures in Compliance Standards for RTOs Standards 2 and 3 of the National Code of Practice for Providers of Education and Training to Overseas Students 2018 ESOS Act 2000 and the ESOS (Calculation of Refund) Instrument 2024		**Distribution**	Internal	Administration Staff
				External	N/A

Purpose of the Policy

This policy outlines Marriott Academy's approach to fees, charges, and refunds for both domestic and international students and ensures compliance with applicable legislative and regulatory requirements. This policy ensures that clear, accurate and transparent information regarding fees, payment terms, and refund arrangements is provided to students prior to enrolment, enabling them to make informed decisions. For international students, this information is provided before enrolment and the issuance of a Confirmation of Enrolment (CoE) or Verification of Enrolment (VoE) as the case may be.

Policy Statements

Information About Fees and Charges

Prospective students can access information about fees and charges and refunds in the Student Handbooks and Course Brochure. Enrolling students shall be fully informed of all the fees and charges and the refund policy in the Offer Letter and Enrolment Agreement.

Course fees may include, but are not limited to:

- Tuition (Course) fees
- Materials fees
- Administrative and other applicable fees

The Offer Letter and Enrolment Agreement includes details of all applicable fees and charges, including the application fee, tuition and non-tuition fees and the payment schedule for such and payment options. It also describes the student's consumer rights, including the right to a cooling off period depending on the relevant state/territory requirements.

Students shall be advised of the potential for fees and charges to change over the duration of their course as well as of any statutory cooling off period in their Offer Letter and Enrolment Agreement.

All fees and charges will be reviewed annually, and all marketing material and student information will be updated accordingly. New fees and charges will generally only apply to incoming students.

Additional fees that may apply in addition to tuition and non-tuition fees include:

Additional fees that may apply	Amount
Enrolment application fee (admin fee)	$250
Deferral fee (admin fee)	$250
Transfer to another provider fee (admin fee)	$250
RPL – VET students only	Application fee $250 Unit fee $250 per unit
Re-assessment fee (students have a total of 2 attempts and any attempt thereafter will incur the stated fee). *This fee applies where a student has attempted the assessment but has been assessed as not yet competent.*	$250 per unit

Resit fee (students who have not participated in, or have missed, the scheduled training and/or assessment for a unit of competency will be required to undertake a resit of the unit and pay the stated fee) *This fee applies where a student needs to repeat the training and assessment for the unit, not just reattempt the assessment.*	$500
Late payment of fees	$5 per day of delay
Re-issuance of certificate	$250

Fee Protection

Fees paid by students are protected as follows:

Domestic students
Domestic students may pay a maximum of $1,500 in advance for services not yet provided. At no time will Marriott Academy collect more than $1,500 in prepaid course fees from any domestic student.

Where total course fees exceed $1,500, fees will be paid in instalments, and any payments made in advance must not exceed $1,500 at any given time.

International students
International student fees are protected through the following mechanisms:

- Maintaining a sufficient amount in Marriott Academy's account so that so that it is able to repay all tuition fees already paid.
- Through membership of the Tuition Protection Scheme (TPS). The role of the TPS is to assist international students where an RTO is unable to fully deliver their course of study. The TPS ensures that international students are able to either complete their studies in another course or with another education provider or receive a refund of their unspent tuition fees.
- In addition, international students are not required to pay more than 50% of course fees prior to commencement, except where a course is less than 26 weeks. However, any international student may choose to pay their fees in full or a greater amount than 50%.

Payments

Payment options are specified in the Offer Letter and Student Agreement.

All fees and charges are to be paid by the date indicated on the invoice. However, where a student is unable to make a payment by the specified date, alternative arrangements may be made by contacting the office.

All payments are to be made by bank transfer into a specified account, the details of which are provided to students. <insert organisation> will maintain a sufficient amount in the account so that it is able to repay all tuition fees already paid.

Where fees are overdue and the student has not made alternative arrangements, a first warning, second warning and notice of intention to report regarding non-payment of fees will be sent to the student as follows:

- ***First warning letter***: failing to pay an invoice within 7 calendar days of receipt or contacting Marriott Academy to make alternative arrangements.
- ***Second warning letter***: failing to pay an invoice within 7 calendar days of receipt of the first warning letter or contacting Marriott Academy to make alternative arrangements.
- ***Notice of intention to report***: failing to pay an invoice within 7 calendar days of receipt of the second warning letter or contacting Marriott Academy to make alternative arrangements.

Students shall have the right to appeal this decision by lodging an appeal within 20 working days of receipt of the notice of intention to report in accordance with Marriott Academy's *Complaints and Appeals Policy*.

Following cancellation of enrolment due to non-payment of fees, the debt will be referred to a debt collection agency.

All receipts of payments are kept for a minimum of 2 years following the student's completion of their course.

Credit Transfer and RPL (VET students only)

A reduction of fees can apply for any units granted through credit transfer and RPL. The course tuition fees should be divided by the number of units and then the reduction applied per unit for the applicable number of units. This should be shown on the invoice.

Refunds

A reduction of fees can apply for any units granted through credit transfer and RPL. The course tuition fees should be divided by the number of units and then the reduction applied per unit for the applicable number of units. This should be shown on the invoice.

Refunds for international students are calculated in accordance with the ESOS framework.

All application fees are non-refundable except where Marriott Academy cancels a course prior to commencement due to insufficient numbers or other unforeseen circumstances, including a sanction being imposed on Marriott Academy.

Where Marriott Academy cancels a course either before or after commencement, students will receive an automatic refund and do not need to complete the *Fee Refund Form*. This will be provided ***within 14 calendar days*** of the default.

In all other circumstances, students are required to complete a *Fee Refund Form* which can be accessed from our office or through our website https://marriott.edu.au/forms-policies/. This form must be submitted ***within 14 calendar days*** of the event that led to the request for the refund. The outcome of the refund assessment will be forwarded to the student in writing ***within 28 calendar days***, as well as any applicable refund.

Refunds will be paid to the person or entity from whom the original payment was received and in Australian Dollars. The refund policy does not remove the right of the student to take further action under Australian Consumer Law.

Domestic Student Refunds (VET Courses Only)

In addition to the above circumstances as applicable to domestic students, refunds for domestic students will be calculated as follows:

Circumstances	Refund Due
Marriott Academy cancels the course before commencement due to insufficient numbers or other unforeseen circumstances, including a sanction being imposed on it (known as provider default).	Full refund of all fees.
Marriott Academy cancels the course after commencement due to unforeseen circumstances, including a sanction being imposed on it (known as provider default).	Application fee not refunded. Full refund of all unspent fees calculated as follows: Weekly tuition fee multiplied by the weeks in the default period (calculated from the date of default).
Student withdraws and receipt of notice of withdrawal from the student 28 calendar days or more prior to course commencement.	Application fee not refunded. Refund of all other fees and charges.
Student withdraws and receipt of notice of withdrawal from the student less than 28 calendar days prior to course commencement.	Application fee not refunded. Refund of 75% of all other fees and charges.
Student withdraws after commencement.	No refund. Fees for one full study period (term) to be paid.

Student's enrolment is cancelled due to disciplinary action.	No refund. Fees for one full study period (term) to be paid.
The student has supplied incorrect or incomplete information causing Marriott Academy to withdraw the offer of the course prior to commencement.	No refund. Fees for one full study period (term) to be paid.

International Student Refunds (VET and ELICOS Courses)

In addition to the above circumstances, refunds for international students will be calculated as set out in the table below. Note the weekly tuition fee and weeks in the default period have the meaning as set in the ESOS (Calculation of Refund Instrument) 2024.

Circumstances	Refund Due
Marriott Academy cancels course before commencement.	Full refund of all fees.
Marriott Academy cancels course after commencement.	Full refund of all unspent fees calculated as follows: Weekly tuition fee multiplied by the weeks in the default period (calculated from the date of default).
Marriott Academy has not provided an Offer Letter and Enrolment Agreement that meets the requirements of the National Code 2018.	Full refund of all unspent fees calculated as follows: Weekly tuition fee × the weeks in the default period (calculated from the date of default).
Student withdraws and receipt of notice of withdrawal from the student 28 calendar days or more prior to course commencement.	Application fee not refunded. Refund of all other fees and charges.
Student withdraws and receipt of notice of withdrawal from the student less than 28 calendar days prior to course commencement.	Application fee not refunded. Refund of 75% of all other fees and charges.
The student does not commence on the agreed start date and has not previously withdrawn.	No refund. Fees for one full study period (term) to be paid.
Student withdraws after commencement.	No refund. Fees for one full study period (term) to be paid.
Student's enrolment is cancelled due to disciplinary action.	No refund. Fees for one full study period (term) to be paid.

Student visa is cancelled or a student no longer retains study rights due to a breach of visa conditions.	No refund. Fees for one full study period (term) to be paid.
The student has supplied incorrect or incomplete information causing Marriott Academy to withdraw the offer of the course prior to commencement.	No refund. Fees for one full study period (term) to be paid.
The student is refused a visa and the refusal was due to one of the following acts or omission by the student: • student failure to start the course at the agreed location on the agreed starting day • student's withdrawal from the course at the agreed location • student's failure to pay an amount due to Marriott Academy on order to undertake the course at the agreed location	No refund. Fees for one full study period (term) to be paid.
The student is refused a visa and therefore does not commence their course on the agreed starting day or withdraws from the course on or before the agreed starting day because of the visa refusal.	The refund amount is calculated as follows: The total amount of all course fees received before the default day minus either 5% of the amount of course fees or $500 – whichever is the lesser amount. **Course fees are the total of all tuition fees and any non-tuition fees received by the provider in respect of the student.* *Example 1* *If student has paid $1,500 in course fees but has their visa refused, 5% of $1,500 is $75. As this is a lesser amount than $500 this is what will be paid as a refund i.e., the refund amount will be $1,425.* *Example 2* *If a student has paid $15,000 in course fees and their visa is refused, 5% of $15,000 is $750. As this amount is greater than $500, the lesser amount of $500 will be applied. Therefore, the refund amount will be $14,500.*
The student is refused a visa and has already commenced their course.	The refund amount is calculated as follows: Weekly tuition fee × weeks in the default period. *To illustrate this, a student is studying a 52-week Certificate III in Glass and Glazing course. The total fees for the student's course are $8,000 in tuition fees, $2,000 in material fees, and $250 in enrolment application fee. The student paid $2,190 in tuition fees, plus the $2,000 material fee and a $250 application fee.*

	At a weekly tuition fee of $154 per week (rounded up), the tuition fees paid cover 15 weeks of study. *The student commences the course on 27 October 2025 and completes 6 weeks (42 days) before their visa is refused on 5 December 2025.* *The number of weeks in the default period is 9 weeks (63 days). The student is therefore eligible to receive a refund of $1,386, being the weekly tuition fee of $154 multiplied by 9 weeks. The material fee of $2,000 and application fee of $250 are not refundable.*

Procedures

1. Processing Invoices

1.1 Invoices shall be set up in the accounting system in accordance with the payment schedule outlined in the signed Offer Letter and Enrolment Agreement.

1.2 Invoices shall be issued to students in line with the agreed payment schedule.

1.3 Upon receipt of payment, a payment receipt shall be generated and issued to the student through the accounting system.

1.4 All payment receipts shall be retained for a minimum period of two (2) years after the student has completed their course.

2. Managing Overdue Fees

2.1 The accounting system shall be regularly reviewed to identify any overdue payments.

2.2 Where fees are overdue, a payment reminder shall be automatically generated and issued to the student through the accounting system, and the student shall be provided with a further 5 days to make payment.

2.3 Where the invoice remains unpaid following the reminder, a First Warning Letter for Non-Payment of Fees shall be issued to the student.

2.4 If the fees remain unpaid after a further 7 days, a Second Warning Letter for Non-Payment of Fees shall be issued.

2.5 If the fees remain unpaid after an additional 7 days, a Notice of Intention to Report for Non-Payment of Fees shall be issued to the student.

2.6 Where the student does not pay the outstanding fees and does not lodge an appeal within 20 working days of the notice of intention to report, Marriott Academy shall report the decision to cease the student's enrolment for non-payment of fees in PRISMS within 31 days of the withdrawal being processed, in accordance with the instructions provided in the PRISMS User Guide.

3. Processing Refunds

3.1 In the case of a provider default, students shall be notified in writing using the *Student Notice of Default Form* within three (3) working days of the default occurring.

3.2 Where Marriott Academy cancels a course either before or after commencement, students shall automatically receive a refund and shall not be required to complete a *Fee Refund Form*. The refund shall be processed within 14 calendar days of the default, and the amount of the refund shall be in accordance with the Refund Table above.

3.3 In all other circumstances, students shall be required to complete a *Fee Refund Form*, which is available from the office or via the website at: https://marriott.edu.au/forms-policies/.

The completed form shall be submitted within 14 calendar days of the event that led to the refund request.

3.4 The outcome of the refund assessment shall be provided to the student in writing within 28 calendar days, together with any applicable refund. The amount of the refund shall be determined in accordance with the above Refund Table.

3.5 Refunds shall be paid to the person who made the original payment, unless otherwise authorised.

3.6 The accounting system shall be updated to record all refund payments and relevant transaction details.

Responsibilities

The Administration staff is responsible for issuing invoices, following up on overdue fees and issuing warning letters and a cancellation notice for non-payment of fees and issuing refunds.

The RTO Manager is responsible for discussing and adjusting student financial arrangements if required, assessing refund applications and approving refund payments.