NARTEL ENTERPRISES PTY LTD TRADING AS
AUSTRALIAN MASSAGE AND BEAUTY INSTITUTE



FEES, REFUNDS TERMS & CONDITIONS POLICY

Policy Owner:	CEO		
Document Management:	Compliance Officer		
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Changes History

Version #	Date	Change Summary
v1.0	July 2016	New Standards for RTO's 2015
v2.0	September 2016	Quality assurance check across documents with reference to ASQA fact sheets and ESOS Act changes & Explanatory guide
v2.1	May 2017	Updating for National Code 2017
v3.0	April 2018	Updating for National Code 2018 Standard 3 - Formalisation of Enrolment.
v4.0	February 2025	Revised to include an internal systems for continuous self-monitoring and improvement
v4.1	February 2026	Updated formating
V4.2	April 2026	Update RTO standards 2025

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PURPOSE

Australian Massage and Beauty Institute (AMBI) will communicate our policy and terms clearly to customers and clients about financial arrangements and terms and conditions as required by legislation, the VET Quality Framework, and the 2025 Standards for RTOs.

As a registered CRICOS provider, AMBI will also strictly comply with the obligations and requirements of the Education Services for Overseas Students Act (ESOS Act) 2000 (Cth) and the Tuition Protection Service (TPS).

REFERENCES

ESOS Act	Section 107 that provides further information on CRICOS provider number on material including in electronic form
ESOS Act	Part 5 (Tuition protection) and the ESOS refund requirements for provider default and student default
NC Standard 1	Marketing information and practices
NC Standard 2	Recruitment of an overseas student
NC Standard 3	Formalisation of Enrolment
Australian Consumer Law	Competition and Consumer Act 2010 (Cth), Schedule 2
Standards for RTOs 2025	Outcome Standard 2.1 (Information) and Outcome Standard 2.7 (Complaints and appeals) (VET Student Support) & Compliance Requirements Division 3 (Accountability - Prepaid Fee Protection, section 18).

IMPLEMENTATION RESPONSIBILITIES

The **CEO** is ultimately responsible for ensuring the College marketing is compliant, accurate, and ethical, and that prepaid fees are protected in line with this policy.

The **RTO Manager** is responsible for marketing materials, the website, supervising the course advisors and marketing teams, and managing the office staff handling enquiries and pre-enrolment matters.

The **Accountant** is responsible for holding prepaid fees in line with the Requirements for Prepaid Fee Protection section, and for processing approved refunds within the timeframes in this policy.

The **Compliance Officer** is responsible for monitoring compliance with this policy, including third-party fee collection.

PRE-ENROLMENT FEE & EXPENSE INFORMATION

To ensure prospective students are fully informed before making financial commitments, all fee and refund information is transparently provided prior to enrolment.

COURSE AND ADMINISTRATION FEES

AMBI will provide a comprehensive fees information in print and electronic copy prior to the commencement of a course. The formal letter of offer, which forms the legally binding written agreement with the customer, will include the total amount of fees, such as an application fee, course fee, and administration fees.

Administration fees are detailed in the terms and conditions and include late payment penalties, re-assessment fees, re-enrolment fees, credit transfer fees, cancellation/transfer processing fees, material replacement fees, and the refund administration fee.

OTHER EXPENSES

Any additional costs (e.g., textbooks, laptops, required clothing like safety shoes, or travel expenses for work placements) will be explicitly explained on the website and in course information.

PRICING AND QUOTATIONS

Pricing for individuals will be at the published rate. The application fee of $250 is non-refundable. Corporate pricing for group enrolments will be negotiated directly with businesses. Employers paying for employees can be invoiced for a prepaid amount greater than $1,500. Amounts over $1,500 per employee are protected as set out in Requirements for Prepaid Fee Protection.

REQUIREMENTS FOR PREPAID FEE PROTECTION

AMBI employs strict financial safeguards to protect prepaid fees, varying based on the student's enrolment type.

DOMESTIC STUDENTS:

- Where AMBI, or a third party on its behalf, receives prepaid fees from or on behalf of an individual in excess of $1,500 for the same VET course, AMBI protects the amount above $1,500 as required by section 18 of the Compliance Standards for NVR Registered Training Organisations 2025. This includes fees paid by an employer for an employee.
- AMBI holds the amount above $1,500 per individual in a dedicated term deposit account, used only for this purpose, as a fee protection measure approved by ASQA under section 18(4)(c). The balance is kept at least equal to the total prepaid fees held above the threshold, and is reconciled monthly.

If AMBI is unable to provide the services an individual has prepaid for (provider default), AMBI will:

1. place the individual into an equivalent course at a suitable location, delivering all prepaid services at no extra cost, if the individual agrees in writing; or
2. if an equivalent course cannot be found or the individual does not agree, refund the prepaid fees for services not yet delivered within 14 days.

INTERNATIONAL STUDENTS:

- AMBI complies with the Tuition Protection Service (TPS) policy and procedures as a CRICOS provider.
- AMBI may receive up to 50% of the total tuition fees for the course at any time before a student commences a course
- The first payment prior to commencement can be collected but will not be drawn from the accounts until Day 1 (the commencement date of the course).

- The general ledger will show fees paid in advance as a liability in the accounts until drawn down in compliance with TPS requirements.
- After the student has commenced, AMBI cannot require the student to pay any further fees until two weeks before the start of the second study period

THIRD-PARTY COLLECTIONS:

Any fees collected by a third party (such as an education agent) are subject to the same protection conditions and ESOS requirements. AMBI's written agreements with third parties include these conditions, and the Compliance Officer checks compliance at least annually.

COURSE FEES PAID BY INSTALMENTS

By signing an instalment agreement, participants agree to honour the payment plan and understand that:

- All instalments must be paid on or before the due date, ensuring sufficient funds are available.
- The Institute reserves the right to suspend access to the course if a participant fails to pay when due.
- Defaulting on payments may result in the outstanding debt being forwarded to a debt collection agency, with the participant liable for additional collection fees.
- Statements of Attainment will not be issued until course fees are paid in full.

REFUNDS AND CANCELLATIONS

Refunds apply only to tuition fees, except where the ESOS Act requires non-tuition fees to be refunded (see Key Refund Calculations), and will only be paid to the applicant in Australian dollars by electronic funds transfer. All refunds incur an administration fee as published in the fee schedule, except refunds required under the ESOS Act or for provider default. Your initial application fee to AMBI is not refundable.

TOTAL REFUND (INCLUDING VISA REJECTIONS):

A full refund will be granted if:

- **Provider Default:** The Institute is unable to provide the course for which an offer has been made.
- **Student Default (Visa Rejection):** The applicant is unable to obtain a visa from an Australian Diplomatic Office. The student must provide a certified copy of the official visa application rejection letter from the Department of Home Affairs for the refund to be approved. The refund is calculated as set out in Key Refund Calculations.

REFUND SCALE FOR WITHDRAWAL BEFORE COMMENCEMENT:

Administrative fees and applicable deductions apply to the following refund scales:

- **> 10 weeks before commencement:** Full refund.
- **6 - 10 weeks before commencement:** 70% refund of tuition fees for that term.
- **2 - 6 weeks before commencement:** 50% refund of tuition fees for that term.
- **< 2 weeks before commencement:** 30% refund of tuition fees for that term.

NO REFUND SITUATIONS:

No refund will be provided if (except where a refund is required by the ESOS Act or Australian Consumer Law):

- A student withdraws on or after the course commencement date.
- If false or misleading information was provided in the application forms or during study.
- If the student is terminated due to a serious breach of Institute rules or a breach of visa conditions (including non-attendance or unsatisfactory progress)
- If the student breaches their visa conditions, such as working more than the permitted hours, leading to enrolment cancellation.
- If a student does not start the course on the agreed day and has not previously withdrawn or notified the provider.

HOW TO CLAIM AND PROCESSING TIMEFRAMES:

- You must complete a Refund Application Form and return it with your receipt and certified copies of supporting documents to the Institute.

- A refund calculation letter will be provided, and the approved refund will be paid within 14 days from receipt of the application.
- In the event of "Provider Default" (where AMBI cancels the course), refunds will be processed within 14 days. For student visa refusals, the provider has 4 weeks from receiving the written notice of visa refusal to issue the refund.

CONSUMER RIGHTS AND COMPLAINTS

Customers are entitled to access the Complaints process should they be dissatisfied about AMBI decisions relating to fees or refunds, under AMBI's Complaints and Appeals Policy (Outcome Standard 2.7). International students may also contact the Overseas Students Ombudsman for an external review.

The above refund policy and the Institute's dispute resolution processes do not circumscribe or remove your right to pursue legal remedy and take action under Australia's consumer protection laws.

KEY REFUND CALCULATIONS

The specification uses formulas to ensure consistent and fair outcomes for international students

UNSPENT TUITION FEES (PROVIDER DEFAULT):

- **Formula:** Weekly Tuition Fee × Weeks in Default Period.
- **Weekly Tuition Fee:** Calculated by dividing the total tuition fee by the total number of calendar days in the course and multiplying by 7.
- **Default Period:** The number of weeks between the default day and the end of the period for which fees were prepaid.

VISA REFUSAL (BEFORE COURSE COMMENCEMENT):

- **Formula:** Total Course Fees Received (Tuition + Non-tuition) – (Lesser of 5% of fees received OR $500).
- This ensures students receive a full refund minus a small amount for administrative costs.

VISA REFUSAL (AFTER COURSE COMMENCEMENT):

- Providers must refund unspent tuition fees for the part of the course not yet delivered, calculated using the weekly tuition fee method