



TUITION PROTECTION SERVICES POLICY

Greenhill Institute Pty Ltd t/a Greenhill Institute (hereby referred as Greenhill Institute)

1. PURPOSE

This policy outlines the approach taken by Greenhill Institute Pty Ltd t/a Greenhill Institute (GI) to comply with the tuition protection and refund requirements under the Education Services for Overseas Students Act 2000, the ESOS (Tuition Protection Service and Refunds) Instrument 2025, and the Standards for RTOs 2025. It also demonstrates our commitment to ensuring that students are not financially disadvantaged in the event of provider default or student default.

2. SCOPE

This policy applies to prospective international students who have accepted a place at GI or to international students currently enrolled at the Institute.

3. RESPONSIBILITY

The Chief Executive Officer (CEO) and the Administrative Manager is responsible for the implementation of this policy and to ensure that staff and students are aware of its application and procedures.

4. DEFINITIONS

TPS: The Tuition Protection Scheme is a government scheme setting out the conditions for fee collection, refunds, financial management and student placement in the event of provider default. It is an initiative of the Australian Government to assist international students whose education providers are unable to fully deliver their course of study. The TPS ensures that international students can either:

- Complete their studies in another course or with another education provider or
- Receive a refund of their unspent tuition fee
- For more information, please visit <https://tps.gov.au/home/notloggedin>

Provider Default: Occurs when fails to start providing the course to the student at the location on the agreed starting day and/or the course ceases to be provided to the student at the location at any time after it starts but before it is completed.

Student Default: Occurs when a student fails to commence the course at the agreed starting date, withdraws from the course before or after the agreed start date. Student default also occurs when GI refuses to offer or continue the course to the student because of any of the following reasons:

- (i) The student didn't pay the required fees to GI
- (ii) The student breached a condition of his or her student visa.
- (iii) Misbehaviour by the student.

Legislative Framework

This policy is governed by the following:

- Education Services for Overseas Students Act 2000 (ESOS Act)
- ESOS (Tuition Protection Service and Refunds) Instrument 2025
- Standards for RTOs 2025
- National Vocational Education and Training Regulator Act 2011
- National Vocational Education and Training Regulator (Compliance Standards for NVR Registered Training Organisations and Fit and Proper Person Requirements) Instrument 2025
- Calculation of Refund Specification 2024



5. TUITION PROTECTION SERVICE (TPS) REQUIREMENTS

Under the TPS, GI needs to do the following:

- Will not receive, in respect of an overseas student or intending overseas student, more than 50% of the student's total tuition fees for a course before the student has begun the course. However, this won't apply if:
 - a) either of the following choose to pay more than 50% of the overseas students, or intending overseas student's, total tuition fees for a course before the student has begun the course:
 - (i) The student.
 - (ii) A person who is responsible for paying those fees; or
 - b) the course has a duration of 25 weeks or less.
- Under section 28 of ESOS registered provider who receives, in respect of an overseas student or intending overseas student, tuition fees for a course before the student has begun the course must maintain an account and keep initial prepaid fees in the account until the student has commenced studies.
- Student refunds under visa refusal will be based on total tuition fees rather than on the total course cost in line with the *ESOS Act 2000*, Education Services for Overseas Students (Calculation of Refund) Instrument 2024.
- Meet all default obligations under the *ESOS Act 2000*
- Contribute to the TPS annually for all international students.
- Inform students of their rights under TPS, including what happens in the event of a course not being delivered, including the role of the TPS.
- Accurate Record-Keeping & Compliance Audits
 - (i) Maintain accurate records of tuition fee payments and student refunds for audit purposes.
 - (ii) Be prepared for compliance audits by ASQA or the TPS Director.
- GI will not charge any additional fees to students in relation to provider default, placement, or refund processing, in accordance with the ESOS Act and TPS requirements.

6. CALCULATING CONTRIBUTIONS TO THE TPS

GI is required to pay the annual international TPS levy each calendar year. The international TPS levy funds the student placement and refund activities of the TPS in the event of a provider (GI) default, as well as TPS operational costs. TPS levy each year is calculated as per four main components and disclose information related to determining the amount of the levy. The levy is comprised of four components (<https://www.education.gov.au/tps/international-providers-tps#toc-ongoing-provider-requirements>):

- (i) The administrative fee component
- (ii) The base fee component
- (iii) The risk rated premium component
- (iv) The special tuition protection component

Annual international TPS levy settings for each component are determined in legislative instruments made under the [Education Services for Overseas Students \(TPS Levies\) Act 2012](#).

Refer www.education.gov.au/tps/international-providers-tps#toc-international-tps-levy-and-fund. Additionally, the TPS offers an online Levy Estimator Tool <https://tps.gov.au/Home/tpsLevyCalculator> to assist providers in estimating their annual levy based on their unique circumstances.

RTOs must stay informed about the latest TPS guidelines and leverage available resources to ensure compliance and effective financial planning.



7. REPORTING TIMEFRAME

7.1. Provider Default Obligations

GI defaults when one of the following occurs:

- a. GI fails to start the course on the agreed day and location
- b. GI ceases to provide a course at the location any time after the course commences but before it is completed

In the event of provider default, GI will fulfil its obligations under sections 46A-46F of the ESOS Act. A defaulted provider's obligations include:

- Within 3 business days of the default occurring, GI will notify in writing the ESOS Agency (ASQA) and the TPS Director of the default.
- GI will discharge its obligations by providing options to students within 14 days after the default date. These obligations are:
 1. GI offers the affected students a place in an alternative course at GI's expense and the students accept this offer in writing
 2. GI provides the students with a refund of the amount based on any unspent prepaid tuition fees received by the Institute.
- Report to the Secretary and TPS Director within 7 days after discharging its obligations, confirming how the default was resolved.

7.2. Student Default Obligations

A student default under Section 47A of the ESOS Act occurs when an overseas student or an intending overseas student fails to meet their obligations concerning a course at a specified location. This default happens if the student:

- a. A course starts on the agreed date and at the agreed location, but the student does not commence studies and has not formally withdrawn
- b. The student withdraws from the course either before or after the course start date
- c. GI refuses to provide the course to the student because of student non-payment of fees, breach of a condition of their student visa or student misbehaviour.

In the event of a student default, GI will fulfil its obligations as outlined in Sections 47A-47H of the ESOS Act 2000. These obligations include:

1. **Refund Processing** – If a student defaults, the GI will process a refund in accordance with either Section 47D or 47E of the ESOS Act. The refund will be issued within the provider obligation period of four (4) weeks from the date of default.
2. **Regulatory Notification** – If a refund is provided under Section 47E of the ESOS Act, the GI will notify the relevant ESOS agency and the Tuition Protection Service (TPS) Director of the outcome. This notification will be submitted within seven (7) days after the end of the provider obligation period.

GI is committed to ensuring compliance with the ESOS Act 2000 and maintaining transparency in its student refund and reporting processes. Refer to sections 47A-47H of the ESOS Act and the [Student Default Obligations Fact Sheet](#) for further information.

7.3. Refunds in Other Cases

- If there is no written agreement between the student and the GI, or if the default occurs due to a student visa refusal, the GI will issue a refund within four (4) weeks from the date of default.
- If there is a written agreement in place, the refund will be processed in accordance with the terms outlined in the agreement. The refund will be issued within four (4) weeks of receiving a written refund claim from the student.

GI is committed to ensuring timely and fair refunds in compliance with the ESOS Act.



7.4. TPS Student Placement

In the event of a provider default, the Tuition Protection Service (TPS) assists affected students in continuing their studies by identifying suitable alternative courses with registered CRICOS providers.

Students may also choose to find their own alternative provider instead of selecting a TPS-identified course. Alternative providers should refer to the Alternative Providers' Guide www.education.gov.au/tps/resources/alternative-providers-guide-enrolling-students-following-cricos-provider-default for enrolment procedures.

7.5. Student Rights and Responsibilities Under TPS

In case of provider default, students must:

- Register with TPS Online, verify identity, and explore course options.
- Contact providers and apply for a preferred course.
- Accept an offer through TPS Online.
- Commence study in the new course.

If no suitable course is found, students may apply for a refund of unspent tuition fees.

7.6. Visa Implications

Ceasing study due to provider default may affect the student's visa status. Students should seek advice from the Department of Home Affairs (<https://www.homeaffairs.gov.au>).

7.7. Dispute Resolution & Appeals

If a student is unsatisfied with the alternative course offered or refund process, they can:

1. Raise concerns with TPS via their online portal <https://tps.gov.au/Home/Login>.
2. Seek assistance from the Commonwealth Ombudsman [Commonwealth Ombudsman](http://CommonwealthOmbudsman.gov.au)
3. Pursue legal action under Australian Consumer Law. <https://consumer.gov.au/>

For complaints, visit: www.ombudsman.gov.au.

7.8. Prepaid Fees

Tuition fees refer to any payments a provider receives, directly or indirectly, from:

- (i) An overseas student or a prospective overseas student; or
- (ii) Another individual who pays on behalf of an overseas student or prospective overseas student.
- (iii) All refunds will be issued in Australian Dollars (AUD) only.

GI will comply with ESOS Act limits on prepaid tuition fees and will not request more than 50% of the student's total tuition fee for a course before the student begins the course.

8. GI OBLIGATIONS RELATED TO MAINTAIN ACCOUNT

In accordance with Sections 28 and 29 of the Education Services for Overseas Students Act 2000 (ESOS Act), GI maintains a separate account for tuition fees paid by overseas students or students or intending overseas student before the student has begun the course.

The following steps are followed to manage the protected amount:

8.1. Separate Account for Tuition Fees:

GI ensures that there is a separate account maintained to keep the tuition fees paid by overseas students or intending overseas students before they start the course. The amount/fees are added to this account within 5 business days of receiving them.



At all times, GI will ensure that there is a sufficient protected amount (the ***protected amount***) for a course maintained into a separate account to repay all tuition fees to every overseas student or intending overseas student:

- In respect of whom tuition fees has been paid to GI; and
- who has not yet begun the course that GI is to provide to the student.

8.2. Withdrawals from the Protected Amount

GI may withdraw amount from the account, to reduce the balance of the account below the protected amount, only under following circumstances:

- **Provider Default (Section 46D) occurs:** If GI fails to provide the course or if the course is cancelled, the amount can be used to give a refund to the student or to help place the student in an alternative course, with the costs paid by GI.
- **Student Default (Section 47D):** If the student decides not to continue the course at the location, the amount can be used to pay a refund. This refund is required to be paid in line with the written agreement entered with the student that sets out the refund requirements applicable if student defaults in relation to a course at location and the written agreement meets the requirements set out in the National Code 2018.
- **Payments to the TPS Director:** The amount is withdrawn to pay the TPS Director when default occurs.

In all cases, the amount withdrawn will not be more than the tuition fees GI received from the student before the student started the course.

GI will ensure that the protected amount:

- (a) is not available for the payment of a debt of any creditor of the Institute; other than payment of refunds or defaults as stated above
- (b) is not liable to be attached or taken in execution under the order or process of a court at the instance of any creditor of the GI, other than refund or defaults as stated above.

8.3. Regular Checks

GI carries out monthly checks to ensure that the protected account is properly managed and that the correct amount of money is in the account.

This check will be done by downloading a report from PRISMS each month and reconciling the mentioned amount with the separate account maintained for tuition fees paid by overseas students or intending overseas students before the student has begun the course. This will be recorded in the Protected Account Reconciliation Register.

These checks also ensure that money is only withdrawn when allowed by law.

8.4. Legal Protections:

The protected account follows the rules of the ESOS Act 2000. GI understands that the funds can only be used for refunds as mentioned in the ESOS Act 2000, such as in cases of provider or student defaults or payments to the TPS Director

By following these steps, GI ensures that the protected amount is securely kept, follows the rules of the ESOS Act, and can be used to refund students when necessary.

8.5. Written Agreement with Students

GI ensures that all written agreements with overseas students clearly outline the details of tuition fees and refund processes in compliance with standard 3 of the National Code 2018 and the ESOS Act 2000.



Written agreements will specify:

- Total fees payable, including both tuition and non-tuition fees.
- Refundable and non-refundable amounts.
- Details of non-tuition fees, such as reassessment fees, deferral fees, late payment penalties, and any other applicable charges.
- Refund claim procedures, outlining how students can request refunds.
- Authorised refund recipients, specifying who, other than the student, can receive a refund as per the agreement.
- A plain English explanation of what happens in the event of a course not being delivered, including the role of the TPS.
- A statement that "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".

Refunds under Section 47E of the ESOS Act will be calculated in accordance with the Education Services for Overseas Students (Calculation of Refund) Instrument 2024, considering the default period and applicable tuition fees.

GI is committed to transparency and compliance in all financial agreements with overseas students.

9. RELATED DOCUMENTS

- Protected Account Reconciliation Register
- Provider Protected Amount Report-PRISMS
- Balance Evidence