

Title	Student Fees and Refund Policy
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Policy Owner & Contact	CEO or delegate
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Related Johnston Institute Documents	Admissions Policy Admissions Guidelines Education Agents Management Policy Enrolment Policy Marketing, Student Recruitment and Media Policy Fees Schedule
HESF 2021 Standard	1.1, 1.2, 6.1, 6.2, and 7.2
National Code (2018) Standards	1,2,3 and 4.
Other Legislation	N/A

STUDENT FEES AND REFUND POLICY

1 PURPOSE

1.1 The purpose of this policy is to outline the principles and policy for the management of student fees at the Australian National Institute of Technology Pty Ltd (ACN 670 750 900) trading as Johnston Institute (Institute).

1.2 This policy ensures that, prior to enrolment and before accepting any fees, prospective and enrolled students—particularly international students—are informed of their rights and obligations, including all charges associated with their proposed studies and advice on the potential for changes in charges during their course of study, in accordance with HESF Standard 1.1.2(a), the ESOS Act 2000, and the National Code of Practice for Providers of Education and Training to Overseas Students 2018 (National Code).

2 SCOPE

2.1 This policy applies to prospective and current students, Institute staff responsible for administering fees in any capacity, and Education Agents engaged by the Institute.

2.2 This policy applies to all CRICOS-registered and non-CRICOS courses delivered by the Institute.

3 DEFINITIONS

3.1 **Ancillary Fee:** A fee levied for administrative purposes or charged as fines. Examples include (but are not limited to) course application fees, late payment fees, requests replacement of official documents such as testamur or academic transcript; replacement ID cards, fines for misconduct, library fines (overdue loans); and as specified in the Fee Schedule annually.

3.2 **Calendar Year:** means from January to December inclusive.

3.3 **Census Date:** A date specified by a higher education provider that must be at least 20% after the semester commencement date (the first day of teaching) and before the semester end date (final examination date) inclusive of mid-semester recess periods. Census is the last date for students to withdraw from units or a course without academic penalty (all students) or financial penalty.

3.4 **Fee(s):** collectively refers to Tuition Fees, Ancillary Fees or Other Fees and Costs levied by the Institute. Fees may also be referred to as **Upfront Fees** as they must be paid in full by the student prior to the start of the semester or as otherwise specified by the Institute. At the time of publication, Johnston Institute is not a registered Fee-Help provider.

3.5 **Fee Schedule:** a listing of fees payable by students that is published on the Institute's website in accordance with this policy.

3.6 **Education Agent:** an organisation engaged as a third-party service provider by the

Institute to recruit and refer international students on the Institute's behalf.

3.7 **Institute:** means the Johnston Institute.

- 3.8 **Provider Default:** means when an education provider 1) fails to provide the course the student accepted an Offer of Admission for on or after the course's specified starting date and before the course's anticipated completion date; 2) the course is offered at a different location after its start date and before it is completed without a student's consent; and 4) in the event a provider's registration and / or course accreditation is withdrawn by the regulator for non-compliance.
- 3.9 **Student Default:** occurs when a student does not commence their course, and /or is rejected or excluded by their education provider, for reasons including student visa refusal, providing fraudulent documentation to gain admittance to a course or to gain an advantage in any way; failure maintain academic progress; failure to pay all fees and charges; and for serious or repeated academic or other incidents of misconduct.
- 3.10 **Tuition Fee:** A fee charged for tuition that is payable by unit of enrolment each semester by a specified date, and as specified in the Fee Schedule annually.
- 3.11 **Other Fees and Costs:** fees or charges that are not Ancillary Fees or Tuition Fees that include (but are not limited to) the cost of textbooks, readings, laboratory equipment, other course-related expenses; Institute-organised student events and social activities, general living expenses, etcetera.
- 3.12 **Tuition Protection Service (TPS):** The [TPS](#) protects domestic and international Students whose education providers default and are unable to fully deliver their course of study; and or refund any fees owed to the student.
- 3.13 **WIL (Work Integrated Learning):** Tuition Fees may be charged for WIL Subjects in accordance with the Work Experience in Industry Unit Guidelines¹; and with regard to their relevant [Work Experience in Industry \(WEI\) indicator](#) as part of the Higher Education Support Act 2003². WIL activity additionally needs to meet Fair Work Australia ([FWA conditions](#)) that distinguish legitimate WIL from exploitative and illegal forms of unpaid work³.
- 3.14 Written Agreement (International Students):** A written agreement between the Institute and an overseas student that meets the requirements of section 47B of the ESOS Act and National Code Standard 3, and which sets out course details, fees, refund conditions, and student rights and obligations.

4 PRINCIPLES

- 4.1 The Institute is committed to transparency, accuracy, and fairness in the publication and administration of student fees.
- 4.2 The Johnston Institute will charge fees to domestic and international students that are categorised as Tuition Fees, Ancillary Fees and Other Fees and Costs, as defined in

¹ Australian Government: Department of Education, Skills & Employment: Higher Education Administrative Information for Providers (2022): 13. *Work Experience in Industry Unit Guidelines*. Ref: [13. Work Experience in Industry units - Department of Education, Skills and Employment, Australian Government \(dese.gov.au\)](#)

² Australian Government: Tertiary Collection of Student Information (TCSI): *Work experience in industry code*. Ref: [Work experience in industry code | TCSI Support](#).

³ Australian Government: Fair Work Ombudsman: *Student Placements*. Ref: [Student placements - Fair Work Ombudsman](#).

this policy.

4.3 The publication and management of fees will adhere to regulatory compliance and accounting standards' requirements.

4.3 Prior to enrolment and before accepting any tuition fees, the Institute ensures that all students are provided with clear, current, and comprehensive information about:

- total course tuition fees;
- unit-based tuition fees (where applicable);
- all Ancillary Fees and compulsory charges;
- payment schedules and due dates;
- refund conditions; and
- the potential for changes to fees during their studies.

4.4 This information is provided through the Institute's website, Fee Schedule, Offer of Admission, Admissions process, and for international students, the written agreement, in compliance with HESF Standard 1.1.2(a) and National Code Standard 3.

4.4 Fees will be published in Australian dollars on the Institute's website usually no later than six months prior to the commencement of the academic year to which they apply.

4.5 Tuition Fees, Ancillary Fees and Other Fees and Costs payable will be included in Offers of Admission issued to commencing students for transparency and compliance purposes.

4.6 A fee for a given year applies to all semesters that commence in that calendar year, even when the final semester ends in the following calendar year.

4.7 Tuition Fees and Ancillary Fees may be annually and may increase for a new academic year. Where increases apply to continuing students, these increases will not be retrospective and will be communicated in advance.

4.8 The Institute will contribute to the Tuition Protection Service (TPS) as a registered higher education provider.

4.9 This policy relates to the payment of upfront fees only and not Student-Help loans.

4.10 This policy for the payment of fees, cancellation of enrolment due to non-payment of fees and fee refunds apply to both domestic and international students, unless otherwise specified in this policy.

5 DETERMINATION AND VARIATION OF FEES

5.1 Determination of Fees

5.1.1 Tuition Fees are set by the Institute's Board, based on course costs, market benchmarking, and strategic considerations. Tuition Fees will be set after consultation with Education Agents and other stakeholders.

5.1.2 Tuition Fees will be set with regard to the operating and other costs of the course

and Institute.

- 5.1.3 Tuition Fees Apply to both domestic and international students that are payable upfront to the Institute by the specified date each semester as a condition of enrolment.
- 5.1.4 For domestic students, the tuition fee must be equal to or less than tuition fees charged to international students for the same unit of study (subject).
- 5.1.5 Tuition Fee amounts for each unit will be based on the EFTSL or credit point value of each unit as a percentage of the total EFTSL or credit points and tuition fee for the course.
- 5.1.6 Tuition Fees are not payable for a unit for which a student was awarded Recognition or Prior Learning (RPL).
- 5.1.7 Tuition Fees may be charged for a WIL Unit when the WIL Unit meets the Work Experience in Industry Unit Guidelines (as defined under WIL in section 3).
- 5.1.8 Except for commencing international students, tuition fees will be charged based on each unit of enrolment each semester and will be published for each unit, for each year of the course, and the total course fee (indicative).
- 5.1.9 Commencing international students will pay a deposit when accepting their Offer of Admission that will comprise at least one semester of the course tuition fees (full-time study load) and no more than 50% of the total course tuition fees *before* an eCoE is issued.
- 5.1.10 When tuition fees are increased for a particular year, the increase will apply to both commencing and continuing students.
- 5.1.11 Published fees are final for the specified year and cannot be increased .
- 5.1.12 Ancillary Fees are approved by the CEO (or delegate) and published in the Fee Schedule.

5.2 Disclosure of Potential Fee Changes

5.2.1 The Institute advises students at the time of offer and prior to enrolment that Tuition Fees and Ancillary Fees may change for future academic years.

5.2.2 Any approved fee increases will:

- apply only to future study periods;
- be approved by the Board;
- be published in the updated Fee Schedule; and
- be communicated to affected students in writing before the commencement of the study period to which the increase applies.

5.2.3 For international students, any fee changes will be reflected in updated CRICOS course information and the written agreement prior to the acceptance of fees, in accordance with National Code Standard 3.

5.3 Other Fees and Costs

5.3.1 Are as defined in section three and may not exclusively be levied by the Institute.

5.3.2 may increase at any time when an item is sold by an external merchant, which students understand is beyond the control of the Institute.

5.3.3 are payable by the student directly to an external merchant when applicable.

5.3.4 may be charged by external supplier or merchant, as recommended by the Institute, which is entirely at a student's discretion to utilise.

6 ADMISSIONS, OFFERS AND ACCEPTANCE OF FEES (LINK TO TEQSA CONCERN)

6.1 The Institute will not accept tuition fees from a student unless the student has been issued with an Offer of Admission that clearly specifies:

- the course name and CRICOS code (where applicable);
- total course tuition fees and unit fees;
- Ancillary Fees and other compulsory charges;
- the refund policy and conditions;
- the potential for changes to fees during the course; and
- the student's rights and obligations.

6.2 For international students, the Offer of Admission and written agreement together constitute the formal disclosure mechanism required under National Code Standard 3.

6.3 Education Agents must provide fee information that is consistent with the Institute's published Fee Schedule and approved admissions materials.

7 STUDENT INFORMATION, PAYMENT AND DISCLOSURE

7.1 Students must pay their fees by the payment schedule published in the Fees Schedule And Offer of Admission.

7.1.1 Prior to accepting any payment of fees (tuition or ancillary), the Institute must provide the student with:

- a current Fees Schedule that includes Tuition Fees, Ancillary Fees and Other Fees and Costs;
- clear explanation of what each fee covers;
- the total amount of all fees payable for the duration of the course (indicative where relevant);
- an explanation that fees may change for future semesters or academic years;
- details of when and how students will be notified of any fee changes;
- refund conditions and procedures (including provider default and student default scenarios as required under National Code Standard 3); and
- their rights and obligations in relation to fees, refunds and continuance of study, including any relevant conditions under the ESOS Act 2000 and National Code.

7.1.2 For international students, these disclosures:

- are provided in the Offer of Admission and in the written agreement;
- satisfy the requirement that “the total amount of all tuition and non-tuition fees payable” and “the conditions under which fees paid may be refunded” are detailed prior to enrolment, as specified in National Code Standard 3; and
- must be accepted by the student (by signature or other recorded consent) before any offer is confirmed or any fees are accepted.

7.1.3 The written agreement for international students will also include:

the Institute’s CRICOS course code and title;

the course duration and study modes;

the schedule of fees (tuition and ancillary) for each study period;

information on the Tuition Protection Service (TPS) as required by ESOS;

refund conditions, including provider default and student default scenarios;

the Institute’s policy on changes to fees during the course; and

how students will be informed of fee changes if they occur after acceptance but before commencement of the relevant study period.

Acceptance of fees by the Institute constitutes confirmation that the student has been informed of, and has accepted, the published fees, refund conditions, and advice regarding potential fee changes.

7.1.4 The written agreement for international students will also include:

- the Institute's CRICOS course code and title;
- the course duration and study modes;
- the schedule of fees (tuition and ancillary) for each study period;
- information on the Tuition Protection Service (TPS) as required by ESOS;
- refund conditions, including provider default and student default scenarios;
- the Institute's policy on changes to fees during the course; and
- how students will be informed of fee changes if they occur after acceptance but before commencement of the relevant study period.

- 7.2 The Institute will issue each enrolled student an itemised invoice for all fees payable for the semester including tuition fees based on the student's enrolment and any Ancillary Fees payable for the semester.,
- 7.3 The student must pay fees electronically in Australian dollars into the Institute's nominated bank account. Cash or other payment methods will not be accepted.
- 7.4 The Institute will issue the student a receipt to confirm payment of fees.
- 7.5 The student must pay any money transfer or other charges that may apply if they transfer funds to or from an offshore financial institution.

8 NON-PAYMENT OF FEES

- 8.1 Any student (international or domestic) has not paid the total of fees they owed for the semester by the specified payment date will be issued a formal “show cause” notification shortly thereafter stating that they:
- 8.1.1 owe fees (with amount specified) to the Institute;
 - 8.1.2 have breached a condition of their enrolment; and
 - 8.1.3 are being requested to “show cause” in writing why their enrolment should not be cancelled 20 days after the issue date of this “show cause” notification; and
 - 8.1.4 that the “show cause” notification includes the option to appeal this decision to cancel their enrolment with details of the Student Grievances and Appeals Policy.
- 8.2 When a student does not respond to the “show cause” notice within the 20-day period and / or has not submitted an appeal, they will be advised in writing their enrolment has been cancelled by the Institute with immediate effect.
- 8.3 When a student appeals the InstiTuition’s decision to cancel their enrolment within the 20 day “show cause” period, their enrolment will not be cancelled and they will continue to be permitted to attend classes; have full access to the Institute’s systems and be permitted to submit assessments until the appeal process is exhausted.
- 8.4 The Institute will not cancel the enrolment of a student who submits an appeal within the 20 day “show cause” period that is upheld in their favour
- 8.5 When the student’s appeal is unsuccessful and the appeal process has been exhausted, their enrolment will be cancelled with immediate effect and they will be notified in writing
- 8.6 International students will additionally have their eCoE cancelled on PRISMS (for an unsuccessful appeal outcome) that will place them in breach of their student visa, which will be simultaneously notified to the Department Home Affairs.
- 8.7 The Institute may, at its discretion, readmit a student after cancelling their enrolment, when the student can demonstrate with applicable evidence to the Institute’s satisfaction that:
- 8.7.1 Compassionate and compelling circumstances prevailed that were related to their inability to respond within 20 days to the “show cause” notification; and
 - 8.7.2 the student can evidence they have immediate access to funds to pay the full amount owed, including any Ancillary Fee applicable; and
 - 8.7.3 the Institute deems readmitting the student to the course and the timing of the request or any other factor would not cause them academic or other disadvantage and / or place the Institute at unnecessary risk; and

- 8.7.4 the student understands that if they are readmitted, any requests to extend assessment item due dates will be entirely at the Dean's discretion; and may only be approved when the decision to extend an assessment item due date is not deemed to unfairly advantage the student. Examination dates will not be extended.
 - 8.7.5 the student has *not* already unsuccessfully appealed the decision to cancel their enrolment.
 - 8.7.6 international students understand and will be advised in writing that any decision to readmit will only be considered due to compassionate and compelling circumstances evidenced to the Institute's satisfaction; and requires they are issued another eCoE; and
 - 8.7.7 when the issue of another eCoE involves an extension of their course end date, they understand they may be required to apply for an extension of their student visa; and
 - 8.7.8 Affected international students understand they are liable for any fee that may apply to extend their student visa; and that student visa fees and any conditions related to their payment are determined by the Department of Home Affairs.
- 8.8 Reinstatement or readmittance after cancellation of enrolment for all students may attract an ancillary fee payment for enrolment reinstatement that will be published in the Schedule of Fees for the applicable year when payable.

9 REFUNDING AND CREDITING FEES

9.1 Refunding or Crediting Fees to Domestic Students

- 9.1.1 A refund of Tuition Fees is provided when a student withdraws from a course of study and the Institute based on the timing of the student's request (refer 8.2 below).
 - 9.1.2 The student understands that a refund will deduct any ancillary fees owed by the student from the amount the student is eligible to be refunded; and the student is also liable for any money transfer or other charges that may apply when refunding fees to their nominated financial institution.
 - 9.1.3 Fees will only be refunded into an account nominated by the student to whom the refund is payable.
- 9.2 **Refunds for domestic students** will made per 8.1.1 to 8.1.3 above and based on the timing of the refund request.

Timeframe	Refund Payable
Prior to the commencement of semester	100% of Tuition Fees paid for the semester
During the first week of the semester	90% of Tuition Fees paid for the semester

Timeframe	Refund Payable
After the first week of the semester and by the published census date of the semester	70% of Tuition Fees paid for the semester
After the census date for the semester	0% of Tuition Fees paid for the semester

9.2.1 A **free credit** is applied when a student has a positive tuition fee balance and is approved to transfer between courses, take Leave of Absence or defer commencement of their course, where the tuition fees will be held in credit until the student's next semester of enrolment.

9.2.2 If the student does not re-enrol by the specified date in the following semester, their enrolment in the course will be cancelled and any fees held in credit will be refunded to them, less an administrative charge (Ancillary Fee) levied by the Institute.

9.3 Refunding or Crediting Tuition Fees to International Students

9.3.1 The refund or credit of tuition fees for international students is based on the National Code of Practice (2018) legislation, the written agreement and the Fees and Refunds Policy.

9.3.2 The student understands that a refund will deduct any ancillary fees owed by the student from the amount the student is eligible to be refunded; and the student is also liable for any money transfer or other charges that may apply when refunding fees to their nominated financial institution.

9.3.3 International students are informed prior to enrolment of refund conditions, including circumstances of provider default and student default, and how refunds of unspent tuition fees are calculated and paid.

9.4 Where a provider default occurs, eligible international students will be offered:

- a suitable alternative course at no additional cost; or
- a refund of unspent tuition fees, in accordance with TPS and ESOS requirements.

All refund calculations and scenarios for international students, including provider default and student default (e.g., visa refusal), are strictly governed by the Fee Refund Table located in **Appendix A** of this policy

10 STUDENT PROTECTION AND CONTINUITY OF STUDY

10.1 The Institute participates in the Tuition Protection Service (TPS) to protect eligible domestic and international students in the event of provider default.

10.2 Prior to enrolment, students are informed of the tuition protection arrangements applicable to their enrolment, including their entitlement to a refund of unspent tuition fees or placement in a suitable alternative course.

11 COMMUNICATION AND NOTIFICATION OF FEE CHANGES

11.1 Approved changes to fees are communicated to students through one or more of the following mechanisms:

- direct written notification to the student's registered email address;
- publication on the Institute's website;
- updated Fee Schedules; and
- updated written agreements (international students).

11.2 The Institute maintains records of fee disclosures and notifications as evidence of compliance with HESF and ESOS requirements.

12 OVERSEAS STUDENT HEALTH COVER

12.1 It is a condition of an international student's visa that the student obtains Overseas Student Health Cover (OSHC) for the duration of their study time in Australia.

12.2 Students are expected to arrange and pay for their OSHC directly to the OSHC provider; an eCoE will not be issued by The Institute until proof of payment to the OSHC is provided by the specified due date.

12.3 Should the Institute in future identify a preferred OSHC provider, it will be the student's choice to purchase the Institute's recommended OSHC provider; or their own nominated OSHC provider.

12.4 At the time The Institute identifies a preferred OSHC Provider, its annual fee schedule will specify the OSHC fees payable and the procedure to pay them directly to the OSHC provider; and that a student may choose an alternative OSHC provider if they wish.

13 RESPONSIBILITIES

13.1 Governance Responsibilities

13.2 The Board is responsible for approving Tuition Fees and Tuition Fee Refunds Schedules annually, as recommended by the CEO.

13.3 Operational Responsibilities

13.4 The CEO (or delegate) is responsible for recommending Tuition Fees and Tuition Fee Refund Schedules to the Board each year for approval; and for approving or amending Ancillary Fees and notifying the Board accordingly; and

13.5 The CEO's delegate is responsible for the communication, accurate publication of fees, clear pre-enrolment disclosure of fees and potential fee changes; and compliance with HESF Standard 1.1.2(a) and National Code Standard 3.

14 APPROVAL AND REVIEW DATE

14.1 This policy is effective (in-force) for three (3) years from the date of approval by its Approval Authority, unless the Approval Authority specifies otherwise; and will be reviewed at least 3 months prior to its Renewal Date or earlier as recommended by its Owner.

15 PUBLICATION RULE

15.1 This Policy will be published on the Institute's website and made available to prospective and enrolled students.

16 VERSION CONTROL

Version	Approver	Date	Details
v.1.0	Board	29 February 2024	Approved by Board
V1.1	Board	6 March 2026	<p>Policy redrafted to strengthen pre-enrolment disclosure requirements, clarify potential fee variations, enhance transparency for international students, and explicitly address HESF Standard 1.1.2(a), ESOS Act 2000, National Code Standard 3</p> <p>Amendments to strengthen pre-Admission Fee disclosure, align with National Code Standard 3 and CRICOS registration requirements, clarify Ancillary Fees and publication arrangements, and ensure transparent notification of potential fee changes prior to fee acceptance.</p> <p>Added Fee refund table (Appendix A)</p>

APPENDIX A = FEE REFUND TABLE

Refund Situation	Refund of Fees
Provider Default	
1. JI is unable to start providing the course to the student at the location on the agreed-upon starting day.	100% refund of total tuition and non-tuition fees; Admission Fee is refundable.
2. JI ceases to provide the course to the student at the location at any time after it starts but before it is completed and the student has not withdrawn before the default day.	Refund of unspent tuition fees will be calculated as per the Refund Amount Calculator minus nontuition fees; the Admission Fee is not refundable.
Student Default	
3. An international student (offshore or onshore) is refused an Australian Student Visa and fails to start a course (copy of refusal letter required) or illness or disability prevents the student from taking up the course.	Prepaid tuition, non-tuition fees, and Admission Fees, less \$500 or 5% of the prepaid fees, whichever is less.
4. Student default – where JI has not entered into a written agreement with the student that meets the requirements of section 47B of the ESOS Act (refer 47E (1) (b) (i) of the Act) – that is, a compliant agreement.	All prepaid fees are less \$500; Admission Fee is not refundable.
Refund Situation	Refund of Fees
5. An onshore international student is refused an Australian Student Visa, but a student already commenced his/her course (copy of refusal letter required); includes visa extension & new applications.	Unspent tuition fee less \$500 or 5% of the unspent fee, whichever is less; Non-tuition fees and Admission Fees are not refundable.

6. International student defaults or withdraws from the course during visa processing but has already commenced his/her course.	Unspent tuition fee less \$500; Non-tuition fees and Admission Fees are not refundable.
7. International student withdraws from the course 10 weeks (70 days) or more prior to the eCoE commencement date.	70% of the prepaid tuition; Admission Fee is not refundable.
8. International student withdraws from the course 5 weeks (35 days) or more prior to eCoE commencement date.	50% of the prepaid tuition; Admission Fee is not refundable.
9. International student withdraws from the course less than 5 weeks on the eCoE commencement date or after that date.	No refund
10. An international student who has paid tuition fees for the upcoming trimester withdraws prior to the commencement of the trimester.	Unspent tuition fee less \$500; Non-tuition fee and Admission Fee are not refundable.
11. An international student who has paid tuition fees for the upcoming trimester withdraws after the commencement of the trimester.	No refund for the prepaid fees of the withdrawn trimester; Full refund for any unspent tuition fees paid in advance for future trimesters; Non-tuition fee and Admission Fee are not refundable.
12. An international student has also paid a deposit for future courses when enrolling in a package of courses.	Refer to scenarios 3-9 in this Table for the current course. Full refund of the deposit of the tuition and nontuition fees paid for the future courses, less \$500 for each course.
Refund Situation	Refund of Fees

<p>13. International student defaults due to one or more of the following acts, and the CoE is cancelled by JI;</p> <ul style="list-style-type: none"> • the student failed to pay the amount payable to JI for the course; • the student breached a condition of their student visa, including non-commencement of the course • misbehaviour by the student/breach of the code of conduct 	<p>No refund</p>
<p>14. An international student is granted permanent residency/obtain visa other than a student visa, after the census date of a study period</p>	<p>No refund for the current study period. Full course fees are due for the study period as per the student agreement.</p>
<p>Refund Amount Calculator:</p> <p>a) Weekly tuition fee = (total tuition fee for the course/number of calendar days in the course) × 7, rounded up to the nearest whole dollar.</p> <p>b) Weeks in default period = $\frac{\text{Number of calendar days from the default day to the end of the period to which the payment relates}}{7}$</p> <p>c) Refund amount = weekly tuition fee × weeks in default period</p>	