

# International Students Refund Procedure

## Section 1 - Executive Summary

(1) This procedure:

- a. sets out the circumstances in which the University will refund Tuition Fees and other Fees paid by or on behalf of International Students; and
- b. meets the requirements of the [ESOS](#) Legislative Framework.

## Section 2 - Purpose

(2) The purpose of this procedure is to outline:

- a. who is eligible for a refund;
- b. how an application for a refund can be made;
- c. how refunds will be made;
- d. how refund amounts are calculated; and
- e. how to lodge a complaint or appeal against a refund decision.

## Section 3 - Scope

(3) This procedure applies to Programs registered on the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS) by the University (CRICOS provider number 00109J) that are delivered by an Australian campus of the University.

(4) This procedure applies to International Students who:

- a. accept an Offer of Admission from the University; or
- b. enrol in a Program at the University.

## Section 4 - Eligibility for a Refund of Tuition Fees

(5) An International Student may be eligible for a full refund of Tuition Fees where:

- a. the Offer of Admission for any Program is withdrawn by the University prior to the International Student's enrolment in that Program; or
- b. the Written Agreement is terminated prior to the Commencement of any Term; or
- c. the University is unable to provide the Program shown in the Written Agreement and the International Student does not accept an alternative Offer of Admission from the University; or
- d. the International Student withdraws their application for a Student Visa after they accept an Offer of Admission but before the Student Visa is granted.

(6) An International Student may be eligible for a partial refund of Tuition Fees where:

- a. the International Student is refused a Student Visa by the Australian Government and the visa refusal was the reason that caused the International Student to default; or
- b. the International Student withdraws or discontinues from a Program after a Student Visa is granted; or
- c. after commencing studies but before the census date, the International Student receives approval from the Australian Government to change their visa status to permanent resident; or
- d. the International Student has accepted a Packaged Offer and has an approved Student Visa and withdraws from any Program in that Package; or
- e. the International Student can demonstrate and provide evidence of exceptional, compelling or compassionate circumstances beyond their control.

(7) An International Student is not eligible for a refund of Tuition Fees where:

- a. the International Student's Student Visa is cancelled by the Australian Government for any reason; or
- b. any information submitted by the International Student or on their behalf as part of their application for admission, or their application for a Student Visa is found to be false or fraudulent or misleading in a material matter; or
- c. the International Student withdraws from a Program after the census date of the Program for which they are enrolled; or
- d. the International Student is a Higher Degree by Research Student who withdraws from a Program more than 4 weeks after the Commencement of the Program; or
- e. the International Student requests to transfer from the University to another provider without meeting the requirements for release in accordance with the [ESOS](#) Legislative Framework; or
- f. the International Student's admission or enrolment has been suspended or terminated by the University for any reason; or
- g. the International Student is otherwise in breach of their Written Agreement with the University; or
- h. in lieu of a refund the International Student has accepted an Offer of Admission in an alternate Program or ELICOS Program offered by the University, where the University is unable to provide the original Program or ELICOS Program; or
- i. the University is prohibited from doing so by relevant laws.

## **Section 5 - Conditions for Partial Refund of Tuition Fees**

(8) The University will make a partial refund of Tuition Fees paid if the International Student is refused a Student Visa by the Australian Government and the visa refusal was the reason that directly or indirectly caused the International Student to default. In these circumstances:

- a. the University will refund the total Tuition Fees paid less an amount which will be the lesser of:
  - i. 5% of the total amount of prepaid Tuition Fees the University has received before the day of default in respect of any Program now not being undertaken, and
  - ii. the amount of AUD\$500, and
- b. the University will charge an administration fee of AUD\$500, which will be deducted from any prepaid Tuition Fees.

(9) The University will make a partial refund of Tuition Fees paid if the International Student withdraws or discontinues

from a Program after a Student Visa is granted. In these circumstances, the amount that the University refunds will be determined by the notice period given, as follows:

- a. if the International Student gives at least 4 weeks' notice prior to the Commencement of the relevant Term, the University will retain 30% of all prepaid Tuition Fees for that Program;
- b. if the International Student gives less than 4 weeks' notice prior to the Commencement of the relevant Term, the University will retain 60% of all prepaid Tuition Fees for that Program;
- c. if the International Student withdraws from or discontinues their Program after Commencement of the relevant Term and prior to the relevant census date, the University will retain 75% of all prepaid Tuition Fees for that Program;
- d. if the International Student withdraws from or discontinues their Program after Commencement of the relevant Term and after the relevant census date, the University will retain 100% of all prepaid Tuition Fees for that Program.

(10) If the International Student has accepted a Packaged Offer and has an approved Student Visa and withdraws from any Program in that Package:

- a. the International Student is not entitled to a refund of any Deposit of Tuition Fees paid for the Principal program; and
- b. the International Student may be eligible for a partial refund of Tuition Fees paid for any Preliminary Programs in the Packaged Offer. The amount that the University may refund will be determined by the notice period given under Clause 9.

(11) If the International Student applies for a partial refund of Tuition Fees paid on the grounds of exceptional compelling or compassionate circumstances, any decision in regard to the International Student's application is at the University's discretion.

## **Section 6 - Conditions for Partial Refund of Tuition Fees Where Change in Visa Status**

(12) Permanent resident status is recognised by the University from the date on which proof of such status is provided to the University by the International Student, not the date on which the application for permanent residency was made or granted.

(13) If the International Student provides evidence to the University that their status has been changed to permanent resident after commencing their studies but before the census date for that Term, any application for a refund will be assessed under clause 9 of this procedure.

(14) If the International Student provides evidence to the University that their status has been changed to permanent resident after commencing their studies, but after the census date for that Term:

- a. the International Student will be classified as an International Student for the remainder of that Term and will not be entitled to receive any refund of Tuition Fees for that Term; and
- b. the International Student will be classified by the University as a permanent resident from the following Term.

## **Section 7 - Refunds for ELICOS**

(15) ELICOS students will not be eligible for any refund of Tuition Fees where they have breached their Written

Agreement with the University.

(16) Where an ELICOS student has been granted a visa but has not yet commenced their studies, any application for a refund will be assessed under clause 9 (a), (b) or (c).

(17) ELICOS students will not be eligible for a refund of tuition fees if they withdraw after commencement of their studies.

(18) Notwithstanding clauses (16) and (17) in this section, ELICOS students will be eligible for a refund of any prepaid Tuition fees paid over and above the amount for a standard 10-week term.

## **Section 8 - Eligibility for a Refund of the Student Services and Amenities Fee (SSAF)**

(19) An International Student may apply for a refund of Student Services and Amenities Fee (SSAF) where the International Student withdraws or discontinues from a Program prior to the Census date in that Term.

## **Section 9 - Eligibility for a Refund of Overseas Student Health Cover (OSHC)**

(20) The University will process applications for refunds for OSHC for International Students who are offshore.

(21) The University will not process refunds of OSHC for International Students who are onshore - in this case the International Students will need to liaise direct with their OSHC provider.

(22) The University will not accept any application for a refund of any OSHC fees where the OSHC was not arranged directly by the University. The International Student may need to apply to their OSHC provider or their sponsor directly.

## **Section 10 - Applying for a Refund**

(23) To obtain a refund, the International Student must first complete the [Application for a Refund of International Fees](#) which is available on the University website.

(24) The University will only assess applications that are complete and that have all relevant supporting documentation attached.

## **Section 11 - How Refunds Will Be Made**

(25) If the University accepts the application for a refund, the refund amount will be calculated after all outstanding debts to the University have been paid, and after clearance of all relevant funds received by the University.

(26) Where an International Student is suspected of providing fraudulent documentation in conjunction with their application for admission:

- a. the University will freeze the student's account until an investigation has been completed; and
- b. no refunds will be made during the time the account is frozen.

(27) Refunds will be made to the same bank account of the person or organisation or financial institution from whom the Fees were originally received.

(28) International Students should be aware that organisations or financial institutions other than the University of Newcastle may charge additional transaction fees to International Students for processing refunds.

(29) Refunds will usually be processed within 4 weeks of acceptance of an application unless clause 5(c) applies, in which case the refund will be processed within 2 weeks.

(30) The University will make refunds in the same way as the original payment was made, in either Australian dollars or foreign currency.

## **Section 12 - Refunds to Third Parties**

(31) Where a non-contracted third party (e.g. sponsor, parent, friend or family member) made the original payment of an International Student's Fees, the International Student may need to sign the application for a refund.

(32) Where a contracted third party made the original payment of an International Student's Fees, the University may correspond directly with that third party in respect of any application for a refund.

(33) All applications submitted under this Section must be supported by documents which provide evidence of the original transaction.

## **Section 13 - Refund of Credit Balances**

(34) International Students may be entitled to a refund of any credit balance on their account once the deposit has been used up.

(35) The International Student may be entitled to a refund of any unused portion of Tuition Fees paid if upon completion of their Program they have a credit balance of Tuition Fees.

## **Section 14 - Disputed Transactions**

(36) When a transaction is disputed, the disputed amount will be automatically refunded to the credit card or debit card account from which the payment was originally made.

(37) The University will immediately suspend processing any refund application related to a disputed transaction until an investigation has been completed.

(38) The balance of any payment amount which has not been disputed may be refunded pending the outcome of any investigation conducted under this clause.

## **Section 15 - Complaints and the Right of Appeal**

(39) If the International Student is not satisfied with the outcome of their application for a refund, they may make a complaint or lodge an appeal. Information is available about the [Complaints Process](#).

## Status and Details

<b>Status</b>	Current
<b>Effective Date</b>	25th March 2019
<b>Review Date</b>	25th March 2022
<b>Approval Authority</b>	Senior Deputy Vice-Chancellor and Vice-President - Global Engagement and Partnerships
<b>Approval Date</b>	8th March 2019
<b>Expiry Date</b>	Not Applicable
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## Glossary Terms and Definitions

**"University"** - The University of Newcastle, a body corporate established under sections 4 and 5 of the University of Newcastle Act 1989.

**"Student"** - a person formally enrolled in a course or active in a program offered by the University or affiliated entity.

**"Complaint"** - As defined in Australian/New Zealand Standard - Guidelines for complaint management in organisations.

**"Campus"** - The Callaghan campus (being the land bounded by, but not including, University Drive, Highway Route 123, the main Northern rail line and the Shortland waters golf course); i. the Newcastle CBD campus: a. Hunter Street, Worth Place, Northern rail line and Steel Street; b. being the land bounded by, but not including, Auckland Street, Hunter Street, Darby Street and King Street; c. being the land bounded by, but not including, Auckland Street, Gibson Street, Laman Street and Charles Street; d. being the land bounded by, but not including, King Street, Pacific Street, Ocean Street, Shortland Esplanade, Church Street and Watt Street; ii. the Ourimbah campus (being that part of Ourimbah bounded by, but not including, Chittaway Road, Brush Road and the Northern rail line).

**"Term"** - When referring to an academic period, term means a period of time aligned to an academic year for the delivery of a course in which students enrol and for which they are usually charged fees for example semesters, trimesters, summer, winter or full-year term. The academic year for a term is determined by the academic year in which the course commences, not concludes. For all other uses of this term, the generic definition applies.

**"Census date"** - The date in each term on which a student / candidate enrolled in a course is deemed to be financially liable for the course.

**"Law"** - All applicable statutes, regulations, by-laws, ordinances or subordinate legislation in force from time to time anywhere in Australia, whether made by the Commonwealth, a State, a Territory or a local government and, where the context permits, includes the common law and equity.

**"Principal program"** - The highest qualification, usually the main or last program, in a packaged program.

**"Student Services and Amenities Fee (SSAF)"** - Is a fee collected by the University to fund non-academic student services and amenities.

**"Third party"** - A person or group other than the University or any of the University's partner institutions.

**"Credit"** - When referring to course credit, credit means the principle of accepting a student's prior learning or

previous studies as being, in whole or in part, either identical to or the equivalent of studies contributing to a University of Newcastle award. For all other uses of this term, the generic definition applies.