

# International Student Deposit Refund Procedure

## Section 1 - Purpose

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

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

(2) This procedure meets the requirements of the Education Services for Overseas Students (ESOS) Legislative Framework, including:

- a. [Education Services for Overseas Students Act 2000](#);
- b. [National Code of Practice for Providers of Education and Training to Overseas Students](#);
- c. [ELICOS Standards 2018](#);
- d. [Education Services for Overseas Students Regulations 2019](#);
- e. [Education Services for Overseas Students \(Registration Charges\) Act 1997](#); and
- f. [Education Services for Overseas Students \(TPS Levies\) Act 2012](#).

## Section 2 - 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, including those being delivered remotely.

(4) This procedure applies to deposits paid by or on behalf of international students who:

- a. accept an offer of admission from the University; or
- b. enrol in a program at the University.

(5) This procedure does not apply to funds paid in excess of the deposit required under the written agreement.

## Section 3 - Definitions

(6) In the context of this document the following definitions apply:

- a. “compassionate or compelling circumstances” are generally those beyond the control of the international student and which have an impact upon their course progress or wellbeing. Such circumstances could include,

but are not limited to:

- i. serious illness or injury where a medical certificate states that the overseas student was unable to attend classes;
  - ii. bereavement of close family members such as parents or grandparents (where possible a death certificate should be provided);
  - iii. major political upheaval or natural disaster in the home country requiring emergency travel and this has impacted on the overseas student's studies; or
  - iv. a traumatic experience, which could include:
    - involvement in, or witnessing of a serious accident; or
    - witnessing or being the victim of a serious crime, and this has impacted on the overseas student (these cases should be supported by police or psychologists' reports).
- b. "deposit" means the percentage of the international student's total tuition fees the University is permitted to receive from or on behalf of the international student before they commence studies.
- c. "international student" means:
- i. a student (as defined by the University) who is not an Australian citizen, Australian Permanent Resident or New Zealand citizen (or dual citizenship holders of either Australia or New Zealand); and
  - ii. is a person who has indicated through their written agreement that they will enrol in a University of Newcastle program, and thus become a student of the University.
- d. "written agreement" means the agreement that is entered into by the University and each international student, and which contains the offer of admission and the offer acceptance.
- e. "tuition fees" has the same meaning as given in the [Education Services for Overseas Students Act 2000](#) or any replacing legislation.
- f. "principles of procedural fairness" requires that:
- i. the decision maker is impartial, and free from actual or apparent bias;
  - ii. the student whose interests will be affected by a decision receives a fair hearing, including the opportunity to respond to any adverse material that could influence the decision; and
  - iii. a finding is based on evidence that is relevant and logically capable of supporting the findings made.

## Section 4 - Eligibility for Refund

### Full Refund Eligibility

(7) An international student who has been issued with a written agreement to study an undergraduate program, postgraduate program or English Language Bridging Program (ELBP) may be eligible for a full refund of a deposit paid towards their tuition fees where:

- a. the international student has been issued with a conditional offer of admission by the University and is unable to meet the required conditions; or
- b. the written agreement is withdrawn by the University prior to the international student's enrolment in their program; or
- c. the written agreement is terminated prior to the commencement of any term; or
- d. the University is unable to deliver the program shown in the written agreement and the international student does not accept an alternative written agreement from the University; or
- e. the international student withdraws their application for a student visa after they sign the written agreement but before the student visa is granted.

## Partial Refund Eligibility

(8) Subject to Section 5, an international student who has been issued with a written agreement to study an undergraduate program, postgraduate program or English Language Bridging Program (ELBP) may be eligible for a partial refund of a deposit paid towards their tuition fees where the international student:

- a. is refused a student visa by the Australian Government and the visa refusal was the reason that caused the international student to not commence their studies, or withdraw from their studies;
- b. has withdrawn from or discontinued a program after their student visa is granted;
- c. receives approval from the Australian Government to change their visa status to permanent resident after commencing studies but before any relevant census date; or
- d. can demonstrate and provide evidence of compassionate or compelling circumstances.

(9) If an international student applies for a partial refund of a deposit paid towards their tuition fees on the grounds of compassionate or compelling circumstances, as defined in this procedure, the decision to grant a partial refund to the international student is at the University's discretion.

## Ineligibility for refund

(10) An international student who has been issued with a written agreement to study an undergraduate program, postgraduate program or English Language Bridging Program (ELBP) is not eligible for a refund of a deposit paid towards their University tuition fees where:

- a. the international student's student visa is cancelled by the Australian Government for any reason;
- b. any information submitted by the international student, or on their behalf as part of their application for admission, is found to be false, fraudulent or misleading in a material matter;
- c. the international student withdraws from the program after any relevant census date of the program for which they are enrolled;
- d. the international student is a Higher Degree by Research candidate who withdraws from a program more than 4 weeks after the commencement of the program;
- e. the international student requests to transfer from the University to another provider without meeting the requirements for release in accordance with the [Education Services for Overseas Students Act 2000](#);
- f. the international student's admission or enrolment has been suspended or terminated by the University for any permissible reason;
- g. the international student is otherwise in breach of their written agreement with the University;
- h. in lieu of a refund, the international student has accepted an offer of admission in an alternate program or the English Language Bridging Program (ELBP) offered by the University, where the University is unable to provide the original program or ELBP; or
- i. the University is prohibited from doing so by relevant laws.

## Refund of the Student Services and Amenities Fee (SSAF)

(11) An international student is eligible to apply for a refund of deposit funds for the Student Services and Amenities Fee (SSAF) where the international student withdraws or discontinues from a program prior to the census date in that term.

## Refund of Overseas Student Health Cover (OSHC)

(12) An international student is eligible to apply for a refund of deposit funds for OSHC where the international student is studying offshore.

(13) International students who are studying onshore are not eligible to apply to the University for a refund of deposit funds for OSHC and must liaise directly with their OSHC provider.

(14) The University will not accept any application for a refund of any deposit funds for OSHC fees where the OSHC was not arranged directly by the University. The international student will need to apply to their OSHC provider or their sponsor directly.

## Section 5 - Conditions for refunds

(15) Where the international student is studying an undergraduate program or postgraduate program remotely offshore or has not yet arrived onshore, and is refused a student visa by the Australian Government and they wish to seek a refund of deposit funds paid, the University will make a partial refund of the deposit paid towards tuition fees. The refund will be the total amount of the deposit made for the tuition fees, minus the lesser of:

- a. 5% of the total amount of the deposit required under the international student's written agreement and received by the University before the date of visa refusal, excluding any overpayments; or
- b. \$500 Australian dollars.

(16) Please see Clause 23 for conditions of refunds for deposits paid for tuition fees for an English Language Bridging Program.

### Conditions for partial refund where student withdraws or discontinues after a student visa is granted

(17) The University will make a partial refund of a deposit paid towards tuition fees if the international student withdraws or discontinues from an undergraduate program, postgraduate program or English Language Bridging Program after a student visa is granted. In these circumstances, the amount that the University will refund will be determined by the notice period given, in accordance with Table 1:

**Table 1 - Possible Partial Refunds of Deposits Towards Tuition Fees**

Program Type	Notice Given by International Student	Refund	Condition
Undergraduate / Postgraduate	At least 4 weeks notice prior to the commencement of the relevant term.	70%	The University will retain 30% of all prepaid tuition fees for that program.
English Language Bridging Program	At least 4 weeks notice prior to the commencement date of the program.		
Undergraduate / Postgraduate	Less than 4 weeks notice prior to the commencement of the relevant term.	40%	The University will retain 60% of all prepaid tuition fees for that program.
English Language Bridging Program	Less than 4 weeks notice prior to the commencement date of the program.		
Undergraduate / Postgraduate	Withdraw from or discontinue the program prior to the relevant census date.	25%	The University will retain 75% of all prepaid tuition fees for that program.
Undergraduate / Postgraduate	Withdraw from or discontinue the program after the relevant census date.	Zero	The University will retain 100% of all prepaid tuition fees for that program.
English Language Bridging Program	Withdraw from or discontinue the program after the commencement date of the program.		

### Conditions for partial refund of tuition fees where a visa status has changed

(18) 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.

(19) If the international student provides evidence to the University that their resident 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 17 of this procedure.

(20) If the international student provides evidence to the University that their resident 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 commencement date of the following term.

## **Section 6 - English Language Bridging Program (ELBP) tuition fees**

### **Additional Refund Eligibility**

(21) International students studying an ELBP will not be eligible for any refund of tuition fees where the international student withdraws after commencement of their studies.

(22) Where an international student has been issued with a written agreement to study an ELBP has been granted a student visa but has not yet commenced their studies:

- a. any application for a refund of the deposit paid towards tuition fees will be assessed under clause 7 (a), (b) or (c); and
- b. the University will refund the ELBP enrolment fee.

(23) Notwithstanding clauses (21) and (22) ELBP students will be eligible for a refund of any prepaid tuition fees paid over and above the amount for a standard 10-week term.

### **Conditions for refunds of deposits for ELBP tuition fees**

(24) Where the international student is studying ELBP remotely offshore and is refused a student visa by the Australian Government and they wish to seek a refund of deposit funds paid, the University will make a partial refund of a deposit paid towards tuition fees. The refund will be the total amount for the tuition fees, minus:

- a. any ELBP tuition fees for sessions the student studied; and
- b. an amount which will be the lesser of:
  - i. 5% of the total amount of the deposit required under the student's written agreement and received by the University before the date of visa refusal, excluding any overpayments; or
  - ii. \$500 Australian dollars.

## **Section 7 - Applying for a refund**

(25) To obtain a refund, the international student must first complete the [Application for a Refund of International Fees](#).

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

## **Section 8 - How refunds will be made**

(27) 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.

(28) 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.

(29) Refunds will be processed back to the same tender of the original payment. For example, bank account, credit card, or third-party payment portal (e.g. Flywire).

(30) 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. These costs will be borne by the student as an offset to the deposit refunded.

(31) In accordance with the [ESOS Act](#), refunds will be processed within 4 weeks of receiving a written claim from the international student, unless clause 7(d) applies, in which case the refund will be processed within 2 weeks. The processing timeline will not commence until all requested information has been submitted.

(32) The University will make refunds in Australian dollars only. The refund will be offset by any bank fees or charges charged to the University or to the payee and any losses associated with fluctuations in foreign exchange rates.

## **Section 9 - Refunds to third parties**

(33) 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 must sign the application for a refund, unless the international student is under the age of 18 years old, or is deceased or incapacitated.

(34) 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.

(35) All applications for refunds to third parties must be supported by documents which provide evidence of the original transaction.

## **Section 10 - Refund of credit balances**

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

(37) The international student may be entitled to a refund of any unused portion of a deposit paid if upon completion of their program they have a credit balance of tuition fees.

## Section 11 - Disputed Transactions

(38) 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.

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

(40) 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 12 - Appeals

(41) An international student may lodge an appeal of a decision relating to a refund application where::

- a. the international student can provide evidence that the refund was not determined or calculated in accordance with the provisions of this Procedure;
- b. the international student can provide evidence to establish that the principles of procedural fairness were not abided by; or
- c. new information, that was not able to be obtained at the time of the original decision, has become available and should be taken into consideration.

(42) An appeal against a decision relating to a refund of a deposit made towards tuition fees must be submitted in writing within 28 days of the date of any University correspondence that documents the University's decision regarding a refund.

(43) Evidence to support the appeal must be provided by the student with the request for appeal and should include:

- a. information that justifies why the appeal should be accepted, in accordance with Clause 41;
- b. information to clearly outline what the student believes should be the correct outcome; and
- c. any additional evidence to support the appeal.

(44) The University reserves the right to not consider an appeal where the appeal:

- a. is not in accordance with the provisions of Clause 41;
- b. cannot be supported by sufficient evidence;
- c. is solely on the basis of disagreement with the original decision; or
- d. is considered to be vexatious, frivolous or misconceived.

(45) Appeals will be considered by the Deputy Vice-Chancellor Global.

(46) The outcome of the appeal will be advised in writing to the international student and will provide sufficient information to the international student to justify the reasons for the decision, as well as to notify the international student of:

- a. support services available to them; and
- b. any further available avenues of appeal, external review, or complaint.

(47) The University's decision in relation to such an appeal will be final. The international student will have no further avenue of appeal within the University.

(48) An international student may seek an external review process through the [NSW Ombudsman](#).

## Section 13 - Complaints

(49) Please refer to the [Complaint Management Policy](#) and its associated [procedure](#).



## Status and Details

Status	Current
Effective Date	25th May 2023
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Responsible Executive	Natalie Spicer Director, International
Enquiries Contact	Shree Andrew Executive Officer <hr/> Global Engagement and Partnerships Division

## 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.

**"Campus"** - means any place or premises owned or controlled by the University, but may also specifically refer to a designated operating location such as the Callaghan Campus.

**"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.

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

**"Course"** - When referring to a course offered by the University, a course is a set of learning activities or learning opportunities with defined, assessed and recorded learning outcomes. A course will be identified by an alphanumeric course code and course title. Course types include core courses, compulsory courses, directed courses, capstone courses and electives. For all other uses of this term, the generic definition applies.

**"Credit"** - When referring to course credit, credit is the recognition of equivalence in content and learning outcomes between different types of learning and/or qualifications. Credit can reduce the amount of learning required to achieve a qualification. For all other uses of this term, the generic definition applies.

**"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.

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

**"Candidate"** - With regard to Higher Degree by Research it has the same meaning as student. For all other instances it is a person considered for appointment to a position.

**"Postgraduate"** - Any qualification being at the level of Graduate Certificate or above.

**"Program"** - When referring to learning, a program is a sequence of approved learning, usually leading to an Award. For all other uses of this term, the generic definition applies.

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

**"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.

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

**"Undergraduate"** - Refers to any qualification up to and including the level of a Bachelor Honours degree.