



Refunds and Fees Policy	
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<b>Responsible Officer</b>	Group Executive, Education Group
<b>Contact Officer</b>	Manager, Admissions and Enrolment
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#### Policy Approval

<b>Approver</b>	<b>Responsible Officer</b>	<b>Policy Officer</b>
Rob Forage	Marc Weedon-Newstead	Theresa Kelly
Date:28/03/2017	Date:27/03/2017	Date:27/03/2017



## 1 Background

UNSW Global is committed to delivering a high standard of education and training services to all of its students. One way that UNSW Global fulfils this commitment is by ensuring that all students understand what administrative fees UNSW Global charges and in what circumstances students will be entitled to a refund of any tuition fees already paid.

Additionally, UNSW Global has obligations under the ESOS Act, which regulates the delivery of education and training courses to overseas students who come to Australia to study on a student visa. One of the functions of the ESOS Act is to set up a National Code which provides standards for all registered providers including UNSW Global.

Standard 3.2 of the National Code requires that UNSW Global, in its written agreement with each student, include the details of what refunds of course money will be provided in the case of student or Provider default. This Policy will form part of the written agreement UNSW Global enters into with each student.

## 2 Purpose

This Policy provides students with the details of:

- (a) the circumstances in which students will be entitled to a refund of tuition fees (including payments made both before and after commencement); and
- (b) any other administrative fees that may be payable to UNSW Global.

## 3 Scope

This Policy applies to all UNSW Global students, except those students undertaking an Elite Program, or a VET accredited course or training package (e.g. Cert IV TESOL and LOTE).

## 4 Definitions

**Administration Fee** means a fee charged by UNSW Global in the amount set out on the Foundation Studies website [www.ufs.unsw.edu.au/academic-programs/dates-and-fees](http://www.ufs.unsw.edu.au/academic-programs/dates-and-fees) and the English Language Programs website <https://www.languages.unsw.edu.au/international-students/non-tuition-fees.asp> which may be updated from time to time.

**Commencement** means the date on which a student is due to start their Course, as set out in their Confirmation of Enrolment (CoE) or as previously agreed by the provider and student.

**Course** means a course of education or training offered by UNSW Global, as reflected in a student's Confirmation of Enrolment (CoE).

**DIBP** means the Department of Immigration and Border Protection.

**Enrolment Fee** means a fee charged by UNSW Global in the amount set out on the Foundation Studies website [www.ufs.unsw.edu.au/academic-programs/dates-and-fees](http://www.ufs.unsw.edu.au/academic-programs/dates-and-fees) and the English Language Programs website <https://www.languages.unsw.edu.au/international-students/non-tuition-fees.asp> which may be updated from time to time.

**ESOS Act** means the *Education Services for Overseas Students Act 2000*.



**Intention to Report** means a written notice which informs an Overseas Student of the provider's intention to report the student to DIBP for any visa breaches, non-payment or disciplinary reasons.

**Misbehaviour** means any behaviour of a student which is in breach of UNSW's Student Code of Conduct or as set out in UNSW Global's Student Misconduct Policy.

**Packaged Offer** means where more than one Course, delivered by UNSW Global or the University of NSW, is covered by the same student visa.

**Provider default** occurs where UNSW Global fails to provide a course or ceases to provide a course to a student as set out in section 46A of the ESOS Act.

**Refund** means the return of any prepaid tuition fees to a student.

**Release Letter** means a written letter of release issued to an overseas student, allowing the student to enrol with another registered provider before completing six months of the principal course of study.

**Student default** has the meaning given under section 47A of the ESOS Act, being that a student default occurs if:

- (a) the student does not start their course on the agreed start day (and the student has not previously withdrawn);
- (b) the student withdraws from their course (either before or after the agreed start day);
- (c) the student fails to pay an amount he or she is liable to pay UNSW Global, directly or indirectly, in order to undertake a Course;
- (d) the student breaches a condition of his or her student visa; or
- (e) Misbehaviour by the student.

**Transfer** means changing a student's enrolment from one course to another within UNSW Global, and includes repeating the same course in a different semester or term.

**Withdrawal** means the termination of a student's enrolment(s) with UNSW Global.

## 5 Policy Statement

UNSW Global is committed to the transparent, compliant and effective management of refund requests.

### 5.1 UNSW Global's obligations and rights under this policy

- (a) Eligible refunds will be processed within 28 days of receiving a written request and all required documents;
- (b) Refunds will only be made in Australian Dollars, following clearance of the original payment;
- (c) UNSW Global may deduct any tuition or Administration fees owing to it (or UNSW) from any other fees paid by the student; and
- (d) Refunds for services provided by third party providers for UNSW Global are subject to the refund conditions of those providers, as set out in Section 10.

### 5.2 Students' obligations and rights under this policy

- (a) All requests for refunds must be made in accordance with Section 6.2;



- (b) Students may also seek a refund of any unused portion of their Overseas Students Health Cover (OSHC) directly from their OSHC provider;
- (c) If a student is not satisfied with UNSW Global's implementation of this Policy, they may lodge a complaint in accordance with UNSW Global's Complaints and Appeals Policy; and
- (d) Access to the UNSW Global Complaints and Appeals process does not preclude a student from taking action under Australia's consumer protection laws.

## **6 Refund Conditions**

### **6.1 When a refund will be given**

Subject to paragraph 6.2, UNSW Global:

- (a) will provide a full or partial refund as set out in Sections 7, 8 and 9; and
- (b) may, in its discretion, choose to vary the terms of this Policy where students can provide evidence of compassionate and compelling circumstances. If UNSW Global does exercise its discretion to vary the terms of this Policy the maximum refund it will grant is 75% of the tuition fees paid.

### **6.2 How to apply for a refund**

When requesting a refund under this Policy, a student must:

- (a) submit their request in writing by filling out a Refund Request Form, together with any requested documentation, to the UNSW Global Student Services Centre or emailing it to the Admissions and Enrolment Team [admissions@unswglobal.unsw.edu.au](mailto:admissions@unswglobal.unsw.edu.au);
- (b) notify UNSW Global Admissions and Enrolment Team in writing within 28 days of being notified that their application for a Visa has been rejected; and
- (c) include the details, together with supporting evidence, of any compelling and compassionate circumstances relevant to their request.

## **7 Refunds and Fees Payable for Course Withdrawals, Transfers and Defaults**

- (a) All student requested changes are subject to the UNSW Global policies applicable to their Course and, in the case of English Language Programs, are only permitted prior to Course commencement;
- (b) Where a student requests a change to their enrolment (for example, a change of stream or change of class), the first change does not incur an Administration Fee. All subsequent changes, all withdrawals, all transfers will incur an Administration Fee;
- (c) Where students request changes to a Packaged Offer, the Administration Fee will only be charged once if all changes are requested at the same time;
- (d) Where a Transfer or change to a student's enrolment results in an adjustment to the tuition fees payable:
  - (a) students may be entitled to a refund as set out in the paragraphs 7.1 and 7.2;
  - (b) where the tuition fees for the new Course are higher than the tuition fees for the original Course, students must pay the difference in the tuition fees;



- (e) Where students are transferring Courses, any refund due will be credited to the tuition fees due for the new Course. For the purpose of this Policy, a repeat is considered a Transfer;
- (f) Where students temporarily suspend or defer their studies and then subsequently withdraw from their Course, their refund will be calculated by reference to the date of their application for suspension or deferral;
- (g) Students cannot receive a refund that is greater than the amount they have paid to UNSW Global; and
- (h) All Enrolment and Administration Fees are non-refundable.

**7.1 Foundation Studies**

For Foundation Studies students, refunds will be calculated on a Semester basis in accordance with the table below.

	Foundation Studies Programs		
	Timeframe	Refunds for Student defaults (including Withdrawals)	Refunds for Transfers
Before commencement of relevant Semester	more than 28 days	75% of the tuition fees for the relevant Semester, minus Administration Fee	100% of the tuition fees for the relevant Semester, minus Administration Fee
	28 days or less	50% of the tuition fees for the relevant Semester, minus Administration Fee	90% of the tuition fees for the relevant Semester, minus Administration Fee
After commencement of relevant Semester	up to 28 days	25% of the tuition fees for the relevant Semester, minus Administration Fee	75% of the tuition fees for the relevant Semester, minus Administration Fee
	more than 28 days	No refund	No refund

**Scenario 1:** Student withdraws in Week 3 of Semester 1  
 Refund = 25% tuition fees for Semester 1, plus 75% of the tuition fees paid for Semester 2, minus Administration Fee

**Scenario 2:** Student transfers in Week 1 of Semester 2  
 Refund = 75% of tuition fees for Semester 2, minus Administration Fee

**Scenario 3:** Student withdraws in week 6 of Semester 2  
 Refund = \$0

**7.2 English Language Programs**

For English Language students, refunds will be calculated for their Course in accordance with the table below. For the avoidance of doubt, “Course” covers the period of a student’s enrolment as set out in each Confirmation of Enrolment (CoE).



English Language Programs				
	Timeframe	Refunds for Student defaults (including Withdrawals)	Refunds for Transfers	Refunds when Shorten Course
Before commencement of your Course	more than 28 days	75% of the tuition fees for your Course, minus Administration Fee	100% of the tuition fees for your Course, minus Administration Fee	75% of the tuition fees for the cancelled weeks/terms, minus Administration Fee
	28 days or less	No refund	90% of the tuition fees for your Course, minus Administration Fee	No refund
After commencement of your Course	from day 1 to the last day of your Course	No refund	No refund	No refund

**Scenario 1:** Student withdraws in the first week of their Essential English Course  
Refund = \$0

**Scenario 2:** Student transfers from Essential English to same length FEEC one week before commencement of the Course  
Refund = 90% of fees for their Essential English Course, minus Administration Fee

**Scenario 3:** Student shortens their 20 week UEEC Course to a 15 week UEEC Course, 5 weeks before commencement of UEEC 20  
Refund = 75% of fees for 5 weeks of the UEEC Course, minus Administration Fee

### 7.3 Refund of Second Instalment paid in advance

For courses with a duration exceeding 25 weeks, fees are due to be paid in two (2) instalments. Where a student chooses to pay the second (2<sup>nd</sup>) instalment in full for a single course in advance, and the student withdraws before the date that the second instalment would have been payable as specified in the offer letter, the second instalment will be refunded in full.

### 7.4 Packaged Offers

For the avoidance of doubt, where Student Default occurs in relation to one Course in a Packaged Offer, refunds for all Courses (including for subsequent Courses with UNSW Global) will be calculated in accordance with section 7.1 and/or section 7.2.



**8 Provider Default and Obligations to Report**

**8.1 Refunds for Provider Default**

In the case of default by UNSW Global or visa refusal, refunds will be calculated in accordance with the table below:

Provider Default and Visa Refusal	
In the case of Provider Default	Refund 100% of the tuition fees paid
In the case of Visa refusal (proof required)	Refund 100% of the tuition fees paid

**8.2 Global’s obligation to report Student Defaults to DIBP**

- (a) Students should be aware that if there is Student Default UNSW Global is still required by law to report such Student Default to the DIBP, regardless of whether or not the student decides to withdraw from the Course.
- (b) Where a student lodges a complaint or an appeal under UNSW Global’s Complaints and Appeal Policy and Procedure, UNSW Global will not report a student to the DIBP until the complaint or appeal is finally determined and will not report the student to the DIBP at all if the complaint or appeal is successful.

**9 Time frame for processing withdrawal requests, refunds and release letter requests**

**9.1 Student initiated withdrawal**

If a student submits an application to withdraw from his or her Course, UNSW Global will process the withdrawal, refund and/or release letter request within five working days of the application to withdraw being submitted, provided that the student has provided sufficient information and any required approvals and consents. The refund will be calculated at the date of submission of the application to withdraw. Once a withdrawal has been processed, the student will not be permitted to attend his or her Course, nor to access any UNSW Global facilities.

The process will be the same, whether or not UNSW Global has issued an Intention to Report (ITR), and whether or not the student has lodged a complaint or appeal.

**9.2 Provider initiated withdrawal: ITR issued by UNSW Global**

- (a) Pending complaint or appeal

If after UNSW Global issues an ITR, a student lodges a complaint or an appeal but does not submit an application to withdraw from his or her Course and continues to attend his or Course, the process will be as follows:

- (i) If the student’s complaint or appeal is successful, and the student has continued to attend his or her Course, no refund will be paid.



- (ii) If the student's complaint or appeal is unsuccessful, UNSW Global will withdraw the student from all Courses at UNSW Global and will report the student to the DIBP. If the student is entitled to a refund in accordance with sections 7.1 or 7.2, the refund will be calculated at the date that the complaint or appeal is finally determined. If the student requests a Release letter, UNSW Global will process the Release letter in accordance with UNSW Global's Transfer between Registered Providers Policy.

- (b) No complaint or appeal

If UNSW Global issues an ITR and the student does not lodge a complaint or an appeal by the date that the time frame for a complaint or appeal set out in the Complaints and Appeal Policy and Procedure has expired, nor submit an application to withdraw, the refund will be calculated at the date that the time frame for a complaint or appeal set out in the Complaints and Appeal Policy and Procedure has expired, whether or not the student has continued to attend his or her Course at Global after the issue of the ITR. UNSW Global will report the student to the DIBP after the time frame for a complaint or appeal set out in the Complaints and Appeal Policy and Procedure has expired. If the student requests a Release letter, UNSW Global will process the Release letter in accordance with UNSW Global's Transfer between Registered Providers Policy.

## 10 Non Tuition-Fee Refunds and Unclaimed Fees

### 10.1 Accommodation refunds

External homestay agencies, as well as other accommodation providers supplying accommodation services to UNSW Global students, will apply their own refund policy. Students are advised to check directly with the accommodation providers.

### 10.2 Airport pick up refunds

Fees for airport pick-ups supplied directly by UNSW Global will be refunded if a student notifies UNSW Global of cancellation or any flight changes a minimum of 72 hours prior to the scheduled flight arrival time, or three days before the start of the course, where UNSW Global has not been notified of flight details.

### 10.3 Care Arrangements for Younger Students Refunds

- (a) The Confirmation of Approval of Appropriate Welfare Arrangements (CAAW) administration fee for students under the age of 18 is non-refundable once the CAAW approval is issued; and

When a student under the age of 18 does not commence or withdraws from a Course, the monitoring fee will be refunded for the weeks of service not provided.

### 10.4 Overseas Student Health Cover (OSHC) refunds

- (a) Students who do not enrol with UNSW Global will be eligible for a full refund of any OSHC fees paid if the payment has not been sent to the OSHC provider.



- (b) If the payment has been sent to and processed by the provider, students will be responsible for contacting the OSHC provider directly.

### 10.5 Unclaimed fees

- (a) When UNSW Global is unable to contact a former student to arrange the refund of any overpayment of tuition fees, the funds will be held for a maximum of six years, at which time any credit balance greater than \$100 will be transferred to the Office of State Revenue (OSR). Students wishing to reclaim funds from the OSR should visit the OSR's website at: [www.osr.nsw.gov.au](http://www.osr.nsw.gov.au).
- (b) Accounts with a balance less than or equal to \$100 will be forfeited to UNSW Global.

## 11 Legal and Policy Framework

This policy complies with the ESOS Act 2000 and Standard 3 of the National Code.

### 11.1 Responsibilities

- (a) *Approver*  
The Chief Executive Officer is responsible for the approval of this policy.
- (b) *Responsible Officer*  
The Education Group Executive is responsible for the implementation, dissemination and review of this policy.
- (c) *Contact Officer*  
The Manager, Admissions and Enrolment is responsible for the day to day implementation of this policy and is the first point of contact for all enquiries that relate to this policy.
- (d) *Policy Administration and Compliance Officer*  
The Policy Administration and Compliance Officer is responsible for the administration and publishing of this policy.
- (e) *Staff, Supervisors and Executives*  
UNSW Global staff, supervisors and executives are responsible for assisting in the implementation of and adherence to this policy.

### 11.2 Review

This policy is due for review two years from its date of implementation or in case of legislative changes governing the delivery of education services to Overseas Students on a student visa.

## 12 Related Documentation

- (a) Withdrawal Application Form
- (b) Refund Request Form

## 13 Related Policies and Procedures



- (a) Compelling and Compassionate Circumstances Policy
- (b) Refunds and Withdrawals Procedure

**14 Version History**

<b>Version</b>	<b>Date Effective</b>	<b>Approved By</b>	<b>Amendment Notes</b>
2	1 September 2016	E. Drummond	<ul style="list-style-type: none"> <li>• Adding links to UFS and UNSWIL fees pages.</li> <li>• Adding definitions of “transfer” and “withdrawal” to 4.</li> <li>• Adding “student services centre” to 6.2 (a).</li> <li>• Splitting out UFS and UNSWIL refund tables at 7.1 and 7.2 and adding in examples in 7.3.</li> <li>• At 7.1, UFS Refund Table, removing refund for withdrawal after census date.</li> </ul>
3	1 September 2016	S. Kapacee	<ul style="list-style-type: none"> <li>• Fixed formatting error</li> </ul>
4	31 March 2017	E. Drummond & T. Kelly	<ul style="list-style-type: none"> <li>• Updating definition of ‘Student Default’ to align with updated Conditions of Enrolment version (2017-01).</li> <li>• Add in paragraphs 7.3 and 7.4.</li> <li>• Updated table at paragraph 8 to reflect new definition of ‘Student Default’.</li> <li>• Add in paragraph 8.1 to clarify Global’s obligation to report Student Defaults;</li> <li>• Add in paragraph 9 to clarify withdrawal, refund and Release letter process.</li> </ul>