INTERNATIONAL STUDENT FEE REFUND POLICY

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1 Objective

The objectives of the International Student Fee Refund Policy are to:

- set out the University of Tasmania’s policy on the refund of funds to international students for Degree prepaid tuition fees and/or pathway course prepaid fees where the student does not begin study or does not study for any part of a course for which they have accepted an Offer of Enrolment, or have enrolled in a course of study.
- ensure consistency, equity and compliance with the requirement of relevant legislation, guidelines and legislative instruments.
- provide students with an understanding of when, how and the amount of prepaid tuition fees that will be refunded by the University of Tasmania (UTAS).

2 Scope

This policy applies to candidates applying for admission and to all commencing, continuing and returning coursework, research or pathway students of the University of Tasmania, and who are identified as an international student enrolled in a course of the University of Tasmania.

3 Policy Provisions

3.1 Student Default

If a student has paid their tuition fees and is unable to commence study, the student can request a refund of course* tuition fees.

The University will refund all or part of the student’s prepaid tuition fees on the following basis:

3.1.1 If the student does not meet the conditions of their Offer of Enrolment, or is unsuccessful in obtaining a student visa, a full refund of prepaid tuition fees for study they have not yet undertaken, less an administrative fee will be made. Please refer to the Guidelines for explanation on this provision.

3.1.2 If the student cancels their place at least 28 days before their course starts, and has not yet arrived in Australia, all tuition fees paid are refundable, unless otherwise specified in the written agreement/offer letter as a non-refundable deposit, less an administrative amount of:

- 20% for English language Courses
- 15% for Foundation Studies
- 10% for all other Courses

If the student cancels their place at least 28 days before their course starts, and has already arrived in Australia, the student must apply for a release from the University, prior to requesting a refund. Refund is subject to the outcome of withdrawal/transfer application.

*A ‘Course’ for English language Centre means the total period of study as shown in the Offer of Enrolment and/or the Confirmation of Enrolment (CoE)
3.1.3 If the student cancels their place less than 28 days before their course starts, or withdraws before the census date, they will be refunded 50% of the first study period liability, unless otherwise specified in the written agreement/offer letter as a non-refundable deposit. Please refer to the Guidelines for explanation on this provision.

3.1.4 If the student withdraws after the first day of an English language Course, or after the census date for all other courses, or if their enrolment is cancelled for non-compliance with visa conditions, no refund will be payable.

3.1.5 If a student cancels their place in a course less than 28 days before the start of the course in order to accept another course offered by UTAS in the same study period, provided there is no break between the first and second course, the student may be considered as a continuing student for the purpose of the refund assessment, unless otherwise specified in the written agreement/offer letter as a non-refundable deposit.

- approved refunds will be paid within 4 weeks of receipt of the student’s completed Request for Fees Refund Form provided all relevant supporting documents are submitted.
- any such refund must be claimed within one calendar year of the default.
- if the student withdraws after the census date no refund will be payable.

3.1.6 There must be credit balance in a student’s account in order for refund to be considered.

3.2 University Default

The student has two options:

- Full Refund of Fees

Pursuant to the provisions of the National Code 2007, the ESOS Act and the ESOS Regulations, the University will refund all prepaid tuition fees if:

- the course does not start on the agreed starting day; or
- the course ceases to be provided at any time after it commences but before its completion; or
- the course is not provided in full because a condition has been imposed on the registration of the University on CRICOS, or the registration has been suspended or cancelled, and you have not withdrawn before the occurrence of any one of the events stated above.

Any such refund will be paid within 2 weeks of the day on which the course ceased being provided.

- Alternative Course

The student may be offered an alternative course at the University at no extra cost to the student. The University requires a signed document to confirm acceptance of the placement in another course.

3.3 Tuition Fee Remissions

If a student withdraws from a unit and/or course after the census date, the student will remain liable for tuition fees. The student will also record a fail grade against the
unit or units concerned. Under normal circumstances the student would not be entitled to a remission.

In special circumstances, the University can remit an international student’s tuition fee. The Fees Remission Officer will undertake the assessment, approval and advice to students on receipt of an application for remission.

If a commencing student is successful in their remission application, a refund will be assessed under section 3.1 of this policy. This provision only applies to commencing students.

If a student makes payments in excess of the cost of the tuition fees, the excess amount will be applied to any subsequent tuition fee liability.

3.4 Continuing Students

If a student has completed 50 credit points during one or more study periods of a degree course they are considered to be a continuing student. Even if a student has completed one study period, the student is a commencing student in a degree course until 50 credit points has been completed.

In instances where there is a change to a student’s enrolment (e.g. the student withdraws from a unit/s), or a student qualifies for degree admission early from an English language Course, or if there is a financial change (e.g. a student is awarded a scholarship, bursary or sibling discount) a credit will be applied towards the next available semester and no refund will be possible.

3.5 Transfers within the University of Tasmania

Students may request prepaid tuition fees are transferred to the next available study period if all of the following conditions are met:

- If the student is studying an ELC course, approval must be given by the English language Centre
- Entry conditions to commence another course early have been met and;
- The next intake/start date of the second course has resulted in the student having to cut short his/her current course in order to commence the second course on time, and;
- Any such transfer of tuition fees is at the discretion of the Executive Director, Student Centre (or authorised delegate/s).

3.6 Packaged Offers

The University may offer an international student a packaged offer, with progression to the second and/or subsequent courses conditional on the successful completion of the earlier course/s and the meeting of other requirements as specified in the written agreement/offer letter.

A packaged offer may include studies undertaken at another provider which form part of the offer agreement.

If the first course is provided by another provider and if a student withdraws from the second and/or subsequent courses offered by UTAS, prepaid tuition fees for the second course less an administrative fee of $1,000 will be refunded unless otherwise specified in the written agreement/offer letter.
3.7 Further Action

This refund agreement, and the availability of complaints and appeals processes, does not remove the right for the student to take action under Australia’s consumer protection laws. In the event a student wishes to dispute the decision on a refund of tuition fees, the student has the right to the University’s dispute resolution processes, which do not limit the student’s right to pursue other legal remedies.

3.8 Currency of Refund

All International refunds to overseas bank accounts will be paid in Australian Dollars unless the nominated bank account will not accept Australian Dollars.

Under Section 88 of Universities Australia Code of Practice and Guidelines for Australian Universities - Provision of Education to International Students (April 2005) “refunds should be reimbursed in the same currency as the fees were originally paid and will be made in the student's home country except in exceptional circumstances.”

To transmit a refund in Australian Dollars to an international bank account there is a bank fee cost of $20 AUD that will be deducted from the refund amount. There may be additional fees charged by the recipient’s financial institution.

Additional bank charges may be incurred by the recipient of the payment. These charges are imposed by the foreign banking institutions and are deducted from the payment made by the University. The University has no control over such charges and therefore does not bear any responsibility for amounts deducted or exchange rate differences occurred when undertaking foreign currency exchange.

Where bank charges are incurred by the University as a result of the student providing incorrect or incomplete details regarding their bank account or any other information these charges will be deducted from the refund paid to the student.

4 Responsibilities

The Executive Director, Student Centre is responsible for:
- the development, compliance monitoring and review of this policy.

The Associate Director, Student Administration is responsible for:
- the promulgation and implementation of this policy and procedure in accordance with the scope as outlined within the documents.
- Records and information that support this policy will be created, managed and retained in accordance with the University Records Management Policy, Procedures and Guidelines.

5 Definitions and Acronyms*

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<tr>
<th>Definition</th>
<th>Description</th>
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<tr>
<td>Census Date</td>
<td>The date by which all enrolments and fee obligations must be finalised.</td>
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<tr>
<td>Course</td>
<td>A course leading to a higher education award or the total period of study as shown in the Offer of Enrolment and/or the Confirmation of Enrolment for courses</td>
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offered by English Language Centre including Foundation Studies.

Commencing Student  A student who has not yet completed 50 credit points during one or more study period of a degree or who has not yet completed the first part of their package offer with English Language Centre.

Continuing Student  A student who has completed more than 50 credit points during one or more study periods or who has completed the first part of their package offer with the English Language Centre.

Deposit  The amount payable by a Commencing Student upon acceptance of an offer of enrolment, as specified in the offer letter, which will be transferred toward tuition fees upon enrolment.

ESOS Act  includes any subsequent variations of this legislation

Organisational Unit  College, Faculty, School, Centre, University Institute, other University Entity, Division, Section or University Business Enterprise.

Pathway  Students undertaking courses including English language Course, Foundation studies or TasTAFE in order to gain admission to a Higher Education award course (e.g. Bachelor degree).

Special Circumstance  The Commonwealth specifies circumstances in which a University will be satisfied that they apply to a student that:
- Are beyond the persons control
- Do not make their full impact on the person until on or after the census date for the unit of study in question
- Make it impracticable for the person to complete the requirements of the unit of study during the period which the person undertook, or was to undertake, the unit.

Study Package  Packaged Higher Education degree course combined with study at another provider or at different organisational units within UTAS, e.g. TasTAFE or English Language Centre or other package arrangements.

*Definitions and Acronyms are specified for the purpose of this policy only and may not conform to general use of words.
6 Supporting Documentation

- Universities Australia Code of Practice and Guidelines for Australian Universities - Provision of Education to International Students (April 2005)
- Legal Compliance Policy
- Refund Guidelines
- Remissions Policy
- Request for Fees Refund Form
- Administrative Information for Providers (AIP)
- University Records Management Policy

7 Versioning