# International Student Fee Refund Policy

**Responsible Officer**  
Chief Operating Officer

**Approved by**  
Vice-Chancellor

**Approved and commenced**  
March 2019

**Review by**  
March 2022

**Relevant Legislation, Ordinance, Rule and/or Governance Level Principle**  
- Education Services for Overseas Student Act 2000
- Education Services for Overseas Students Amendment Act 2014
- Education Services for Overseas Students (Calculation of Refund) Specification 2014
- Higher Education Support Act 2003
- Rule 6 – Admission, Assessment and Student Progress

**Responsible Organisational Unit**  
Student Operations

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1 Objective

The objectives of the International Student Fee Refund Policy are to define the University of Tasmania (the University) policy for international student fund reimbursements for prepaid tuition fees where:

- Students do not begin study or do not study for any part of a course for which they have enrolled in a course of study or accepted an Offer of Enrolment (CoE)
- Consistency, equity and compliance with requirements of relevant legislation, guidelines, and legislative instruments are ensured
- Students require information about when, how, and the amount of prepaid tuition fees that will be refunded by the University.

2 Scope

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

A commencing student is 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 English Language Centre or Foundation Studies program component of their packaged offer. Even if a student has completed one study period, the student is a commencing student in a degree course until 50 credit points have been completed.

A continuing student is a student who has completed more than 50 credit points during one or more study periods or who has completed the English Language Centre or Foundation Studies program component of a packaged offer by meeting the requirements for progression.

3 Policy Provisions

3.1 Student Default

A student who has paid tuition fees and is unable to commence study can request a refund of course* tuition fees. For a packaged offer each course component of the package will be assessed as a separate course for refund purposes. The amount payable by a Commencing Student on acceptance of an offer of enrolment is called the Deposit, and will be transferred toward tuition fees, as specified in the offer letter. Where the policy refers to a ‘place’, this is a place in a course of study for which an international student pays tuition fees to the University to maintain their enrolment.

*A ‘Course’ for English Language Centre (ELC) means the total period of study as shown in the Offer of Enrolment and/or the CoE.

The University will assess a refund request on the following basis:

1 A student who does not meet the conditions of their Offer of Enrolment or is unsuccessful in obtaining an Australian visa will be eligible for a full refund of prepaid tuition fees less an administrative fee for a course they have not yet commenced.

The University retains the right to refuse an application, withdraw an offer of admission or cancel admission without refund, where the applicant has provided incomplete, misleading or fraudulent documentation. No refund will be
given where a visa application is refused on the grounds of fraud, provision of incorrect, false or misleading information, or where conditions described by the Department of Immigration and Border Protection have not been met. Refer to the International Student Fee Refund Guidelines for explanation on this provision.

2 A student who cancels their place at least 28 days before their course start date and has not yet arrived in Australia is eligible for a refund of tuition fees, unless otherwise specified in the written agreement/offer letter as a non-refundable deposit, less an administrative amount of:
   • 25% for English language courses
   • 20% for foundation studies
   • 15% for all other courses

A student who cancels their place at least 28 days before their course starts and has already arrived in Australia must apply for a release from the University prior to requesting a refund. Assessment of a refund request will commence after receipt of the application for release and is subject to the outcome of the withdrawal/transfer application.

3 A student who cancels their place less than 28 days before their course starts and before the census date will be refunded 50% of the first study period liability, unless otherwise specified in the written agreement/offer letter as a non-refundable deposit.

4 No refund of prepaid tuition fees will be payable if a:
   • student provides formal written notice of cancellation, withdrawal or transfer after the first day of an English Language course
   • student provides formal written notice of cancellation, withdrawal or transfer after the census date for all other courses
   • Transfer and Release Letter request is not approved
   • student’s enrolment is cancelled for non-compliance with visa conditions.

5 Where a student cancels their place in a course to accept another course offered by the University they may be considered as a continuing student for the refund assessment unless otherwise specified in the written agreement/offer letter as a non-refundable deposit. The cancellation must occur less than 28 days before the start of the course and the two courses must be in the same study period. There must be no break between the first and second course.

6 If, after accepting an offer but before commencement of the course, a student gives written notice of intention to defer the place to the next available intake, all tuition fees will be transferred to the next available intake. The “next available intake” may be the following term, the following semester, or the following year, depending on the course and subject availability. A 50% refund will be payable if the student withdraws the deferred acceptance before the census date of the deferred course.

7 There must be a credit balance in a student’s account for a refund to be considered and any such refund must be claimed within 52 weeks of the credit balance appearing. Any such refund will be paid in accordance with the legislative timeframes as advised by the Education Services for Overseas Student Act 2000 (the ESOS Act) and the Tuition Protection Service, and
pursuant to the provisions of the National Code 2018, the ESOS Act and the ESOS Regulations.

8 Where a student has not yet arrived in Australia and the University arranged the Overseas Student Health Cover (OSHC), a request for refund of OSHC should be included with the request for tuition fee refund. If the student has already arrived in Australia or the University did not arrange the OSHC the student should seek a refund directly from the OSHC provider.

9 No refund of the first semester’s tuition fee will be made where the student:
   • does not give formal written notice of withdrawal, and/or
   • fails to commence the course.

10 Where a student has been given permission to arrive later than the course start date, the policy provisions for Student Default will continue to apply to the course start date in the letter of offer.

3.2 University Default

Australian Government initiative, the Tuition Protection Service (TPS), ensures that international students can either receive a refund of their unspent tuition fees or complete their studies in another course or with another education provider if the education provider is unable to fully deliver their course of study.

1 Full Refund of Fees
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 Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS) or, the registration has been suspended or cancelled and, the student has not withdrawn before the occurrence of any one of the events stated above, or
   • the University rescinds the Offer of Enrolment.

Any such refund will be paid in accordance with the legislative timeframes as advised by the ESOS Act and the TPS, and pursuant to the provisions of the National Code 2018, the ESOS Act and the ESOS Regulations.

2 Alternative Course
The student may be offered an alternative course at the University at no extra cost to the student. The University requires signed confirmation of acceptance of the placement in another course.

3.3 Tuition Fee Remissions (Special Circumstances)

A student who withdraws from a unit and/or course after the census date will remain liable for tuition fees and will also have a fail grade recorded 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. On receipt of a completed application for remission under special circumstances and independent supporting documentation, the Fees Remission Officer will undertake the assessment and advice to students in adherence with policy guidelines.

A refund for a commencing student who has not yet completed 50 credit points towards their study and is successful in their remission application will be assessed under section 3.1 of this policy. This provision only applies to commencing students.

A student may apply for remission under special circumstances, with examples shown below:

- **Medical:** A student’s medical condition has changed to such an extent that they are unable to continue studying. Where the condition warrants a reduced study load, relevant documentation must be submitted to substantiate this claim. The student’s medical/health provider must complete the Medical Certificate page of the Remission application to substantiate the claims. The statement must demonstrate the date the medical condition began or changed, how the condition affected the student’s ability to study and when it became apparent that the student could not continue with their studies.

- **Family/personal:** Death or severe medical problems within immediate family or unforeseen family financial difficulties, so it is unreasonable to expect a student to continue studying. A professional statement from a doctor, counsellor or independent member of the community (eg minister of religion) on letterhead, to demonstrate the date the personal circumstances began or changed, how the circumstances affected the student’s ability to study and when it became apparent that the student could not continue with their studies.

- **Course related:** The University changed the arrangements for the unit of study package and as a result the student was disadvantaged to the extent they were unable to complete the requirements of the study package. Supporting documentation regarding this change must be supplied.

For an application to be successful students will need to demonstrate, with a fully completed application and professional independent supporting documentation, (a self-supporting statement or statutory declaration is not sufficient evidence), that the special circumstances were beyond the student’s control, ie a situation occurred that a reasonable person would consider was not due to the action or inaction of the student, either directly or indirectly, and for which the student was not responsible.

### 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 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 (eg the student withdraws from unit/s)
- a student qualifies for degree admission early from an English language course
- there is a financial change (eg 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 unless the student is eligible to graduate or has no further required enrolment (with the exception to Study Abroad students who have only applied for one semester of non-award study).

3.5 Transfers within the University of Tasmania

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

- ELC approval is granted if the student is studying an ELC course
- 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 their current course to commence the second course on time, and
- any such transfer of tuition fees is at the discretion of the Executive Director, Student Operations (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. For a packaged offer, each course component of the package will be assessed as a separate course for refund purposes.

A packaged offer may include studies undertaken with 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 the University, 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 Disputes

This Policy, and the availability of complaints and appeals processes, does not remove the right for the student to act 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. Students wishing to appeal decisions made under this policy may do so in the first instance by writing to the Manager of Fees, Student Operations.

3.8 Payment of Refund

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.”

International refunds to overseas bank accounts will have the AUD amount converted into the currency of the country where the beneficiary bank account is held, or USD if the local currency is not available.
Where the beneficiary has an AUD bank account overseas, this should be communicated via the Request for Refund form to indicate these payments should not be converted.

To transmit a refund to an international bank account a bank fee of up to $AUD20 may be deducted from the refund amount. There may be additional fees charged by the recipient’s financial institution.

The recipient of the payment may incur additional bank charges. These charges are imposed by the foreign banking institution 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 that have occurred when undertaking foreign currency exchange.

Where bank charges are incurred by the University due to 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 Operations is responsible for:
• the development, compliance monitoring and review of this Policy.

The Manager of Fees, Student Operations is responsible for:
• the promulgation and implementation of this policy in accordance with the scope as outlined within the documents
• records and information supporting 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>
<td>Census Date</td>
<td>The date by which all enrolments and fee obligations must be finalised. This is the first day of classes for English Language Centre courses.</td>
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<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 Study Abroad and courses offered by the English Language Centre including Foundation Studies.</td>
</tr>
<tr>
<td>Course Start Date</td>
<td>The Course Start Date is taken to be the first day of the study period in which the course commences as specified in the offer letter and Confirmation of Enrolment.</td>
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<tr>
<td>ESOS Act</td>
<td>Includes any subsequent variations of this legislation.</td>
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<tr>
<td>Organisational Unit</td>
<td>College, School, Centre, University Institute, Faculty or other University Entity, Division, Section or University Business Enterprise.</td>
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Pathway
Students undertaking courses including English language course, foundation studies or TasTAFE in order to gain admission to a Higher Education award course (eg Bachelor degree) or study abroad semesters(s).

Study Abroad
Non-award study where an international student enrolled in an award program at another institution overseas, is studying one or two semesters at the University of Tasmania, for credit transfer back to their home institution qualification. Students will not receive an award from the University of Tasmania, however they will have prepaid tuition fees for each semester of study at the University.

Packaged Offer
An offer for more than one course 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. This may include studies undertaken at another provider, which form part of the offer agreement.

6 Supporting Documentation

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

7 Versioning

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<th>Current Version</th>
<th>Version 2 – International Student Fee Refund Policy; updated March 2019</th>
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