

# INTERNATIONAL STUDENT FEE REFUND POLICY 2017

The Deputy Vice-Chancellor (Registrar) as delegate of the Senate of the University of Sydney, adopts the following policy.

Dated: 17 February 2017

Last amended: 23 February 2021 (administrative amendment)

Signature:

Name: Professor Tyrone Carlin

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## CONTENTS

1	Name of policy.....	1
2	Commencement .....	1
3	Policy is binding.....	1
4	Statement of intent .....	2
5	Application.....	2
6	Definitions.....	2
7	All refunds .....	4
8	Refunds when a student withdraws, suspends or defers, and provides notice.....	5
9	Refunds when a student defaults due to visa refusal .....	6
10	Refunds when a student defaults for other reasons .....	6
11	Refunds when a student defaults but there is no written agreement with the University .....	7
12	Refunds when the University defaults .....	7
13	Refunds after change of residency status .....	8
14	Student services and amenities fees.....	9
15	Overseas health cover fees.....	9
16	Complaints and appeals.....	9
17	Rescissions, and replacements.....	10
	SCHEDULE 1 - Summary Table .....	11

### 1 Name of policy

This is the International Student Fee Refund Policy 2017.

### 2 Commencement

This policy commences on 1 March 2017.

### 3 Policy is binding

Except to the extent that a contrary intention is expressed, this policy binds the University, staff, students and affiliates.

## 4 Statement of intent

This policy:

- (a) sets out the circumstances in which the University will refund tuition fees and other course related money paid by, or on behalf of, international students;
- (b) meets the requirements of Part D, Standard 3 of the [National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students](#).

## 5 Application

- (1) This policy applies to:
  - (a) all commencing international students, regardless of whether a third party has paid the relevant amounts to the University;
  - (b) all continuing international students, regardless of whether a third party has paid the relevant amounts to the University **provided that**, to the extent that applying this policy would place the student in a less advantageous position than the policy which applied at the time the student first enrolled, the prior policy will apply instead.
- (2) This policy does not apply to students in receipt of any of the following forms of United States government student aid:
  - (a) Federal Stafford Direct Loan – Unsubsidised;
  - (b) Federal Stafford Direct Loan – Subsidised;
  - (c) Federal PLUS Direct Loan.

**Note:** See [US Federal Student Aid – Return of Title IV Funds Policy 2014](#)

## 6 Definitions

**census date** means the last date before which a student may withdraw from a subject or course before incurring a fee liability.

**course fees** means the sum of the tuition fees and non-tuition fees received by the University in respect of a particular student. They may relate to past, current or future teaching or research periods.

**current teaching or research period** means, as appropriate:

- a teaching or research period which is in progress; or
- the next teaching or research period scheduled to commence.

**Note:** See [Coursework Policy 2014](#) and [University of Sydney \(Higher Degree by Research\) Rule 2011](#) for further detail of teaching and research periods.

- delegate** means an employee, member or Committee of Senate or any other person or authority to whom or to which a delegation has been made by Senate.
- ESOS Framework** means:
- the [\*Educational Services for Overseas Students Act 2000 \(Cth\)\*](#) as amended by the [\*Education Services for Overseas Students Amendment Act 2014 \(Cth\)\*](#);
  - the [\*Education Services for Overseas Students Regulations 2001\*](#);
  - the [\*Education Services for Overseas Students \(Registration Charges\) Act 1997\*](#)
  - the [\*National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students\*](#); and
  - related regulations, legislative instruments and standards.
- international student** means an enrolled or intending student who holds a temporary visa with study rights and **is not**:
- an Australian or New Zealand citizen (whether solely or as a dual citizen with another country);
  - a permanent resident of Australia; or
  - a holder of a permanent humanitarian visa.
- For the purposes of this policy, this term also includes non-award students where relevant, even though they are not admitted to candidature in an award course.
- providing fraudulent information** includes any of:
- making a material misrepresentation, or another person doing so on the applicant's behalf, in applying for admission to a course;
  - failing to disclose to the University a fact or circumstance material to the University's decision to admit an applicant;
  - obtaining admission on the basis of a degree, diploma or certificate obtained wholly or partly by fraud, academic misconduct or other dishonesty

<b>tuition fees</b>	<p>means fees which are directly related to the provision of a course that the University is providing or offering to provide to a student. Tuition fees do not include costs such as:</p> <ul style="list-style-type: none"> <li>• overseas student health cover;</li> <li>• student services and amenities fees;</li> <li>• incidental or other costs that may be required as part of a student's enrolment;</li> <li>• agents' recruitment fees which are paid by the University from tuition fees; or</li> <li>• application fees.</li> </ul>
<b>weekly tuition fee</b>	<p>has the meaning given in the <a href="#">Education Services for Overseas Students (Calculation of Refund) Specification 2014 (Cth)</a>. As at the date of this policy, this is:</p> $\frac{\text{total tuition fees for the course}}{\text{number of calendar days in the course}}$
<b>weeks in default period</b>	<p>has the meaning given in the <a href="#">Education Services for Overseas Students (Calculation of Refund) Specification 2014 (Cth)</a>. As at the date of this policy, this is:</p> $\frac{\text{the number of calendar days from the default day to the end of the period to which the payment relates}}{7}$

## 7 All refunds

- (1) Refund entitlements will be calculated in accordance with the ESOS Framework.
- (2) When a student fails to commence or does not continue with a course, the University:
  - (a) will refund all or part of amounts paid on account of current teaching or research periods, as specified in this policy; and
  - (b) will refund all amounts paid on account of future teaching or research periods in full, including deposits required to be paid against future tuition fees for particular courses; but
  - (c) will not refund any amount paid on account of past teaching or research periods.
- (3) In exceptional circumstances, the relevant delegate may approve a refund in excess of the amount otherwise payable under this policy.
  - (a) Such exceptional circumstances must be:
    - (i) beyond the student's control; and
    - (ii) prevent the student completing the current teaching or research period.
  - (b) In determining any refund under this subclause the relevant delegate must consider the date on which the exceptional circumstances arose.
- (4) Refunds will only be paid after cleared funds are received in the University bank account.

- (5) Outstanding debts owed by the student to the University will be deducted from any refund prior to payment.
- (6) If payments have been made by credit card, any applicable credit card surcharge will be refunded.
- (7) Unless paid to another Australian educational institution, refunds will be paid:
  - (a) to the person or entity from whom the original payment was received;
  - (b) in the same currency in which the original payment was received; and
  - (c) wherever possible, to the account from which, and using the mechanism by which, the original payment was received.
- (8) Students must complete and submit a refund application through the online student portal when seeking refunds under the following clauses:
  - (a) clause 8;
  - (b) clause 10;
  - (c) clause 13.
- (9) All refund payments will be accompanied by a statement setting out any amounts that have been deducted from the refund.
- (10) Time periods specified in this policy for payment of refunds do not apply when the student in question is aged under 18 years. Refunds in such cases will be paid within 14 calendar days of the University being informed of the relevant event, or receiving the application (as appropriate).
- (11) Refund entitlements provided for in this policy are summarised in the table in **Schedule 1**.

## **8 Refunds when a student withdraws, suspends or defers, and provides notice**

- (1) If a **student withdraws, suspends or defers before the current teaching or research period commences**, the student may elect to have:
  - (a) a refund of 90% of the tuition fees paid for the current teaching or research period; or
  - (b) a credit for their next fee instalment equivalent to 100% of the tuition fees for the current teaching or research period.
- (2) If a **student withdraws or suspends after commencement but before the census date in the current teaching or research period**, the student may elect to have:
  - (a) a refund of 50% of the tuition fees paid for the current teaching or research period; or
  - (b) a credit for their next fee instalment equivalent to 100% of the tuition fees for the current teaching or research period.
- (3) If a **student withdraws or suspends after the census date in the current teaching or research period**, the University will not provide a refund.
- (4) If a **higher degree by research student submits their thesis prior to the census date in the current research period**, the University will refund 100% of the course fees for the current research period.

- (5) Applications are required for refunds under this clause, which will be paid within 15 working days of receipt of the relevant application.

## 9 Refunds when a student defaults due to visa refusal

- (1) If a **student is refused a visa with appropriate study rights** and:
- (a) is unable to commence the course, the University will refund the amount of the course fees, minus the lesser of:
    - (i) 5% of the amount of the course fees received in respect of the student before the default day; or
    - (ii) \$500;
  - or
  - (b) is unable to continue the course after commencement, the University will refund all unspent tuition fees, calculated as follows:  
*refund amount = weekly tuition fee x weeks in default period.*
- (2) Applications are not required for refunds under this clause, which will be paid within 20 working days of the day on which the University refuses to provide, or continue providing, the course to the student.

## 10 Refunds when a student defaults for other reasons

- (1) If a **student fails to complete enrolment and commence** on the agreed starting date without having withdrawn or deferred, the student may elect to have:
- (a) a refund of 75% of the tuition fees paid for the current teaching or research period; or
  - (b) a credit for their next fee instalment equivalent to 75% of the tuition fees paid for the current teaching or research period.
- (2) If a **student is not permitted to commence or continue because of failure to pay** an amount owing to the University in order to undertake the course, the University will not refund any tuition fees for the current teaching or research period (unless suspension or termination occurs and the student withdraws before the relevant census date, in which case Clause 8 will apply).
- (3) If a **student has breached a visa condition**, with the result that the University refuses to provide, or continue to provide, a course, the University will not refund any tuition fees paid for the current teaching or research period (unless suspension or termination occurs and the student withdraws before the relevant census date, in which case Clause 8 will apply).
- (4) If a **student has had their enrolment suspended or terminated** for misconduct or breach of the University's student discipline or academic integrity rules, policies or procedures, the University will not refund any tuition fees paid for the current teaching or research period (unless suspension or termination occurs and the student withdraws before the relevant census date, in which case Clause 8 will apply).
- (5) If a **student has provided fraudulent information** in their application with the result that the University withdraws an offer of a place or terminates a student's

enrolment. the University will not refund any tuition fees paid for the current teaching or research period.

- (6) If, after appropriate measures taken under relevant University rules, policies and procedures, a **student fails to make satisfactory academic progress** with the result that the University refuses to permit the student to continue, the University will not refund any tuition fees paid for the current teaching or research period (unless suspension or termination occurs and the student withdraws before the relevant census date, in which case Clause 8 will apply).
- (7) In relation to suspensions or terminations by the University, the suspension or termination date will be:
  - (a) the date on which any final decision is made by the University or relevant appellate body in relation to the student's case; or
  - (b) the date on which the time for making any such appeal expires.
- (8) Applications are required for all refunds under this clause, which will be paid within 15 working days of receipt of the relevant application.

## 11 Refunds when a student defaults but there is no written agreement with the University

- (1) If a student defaults for any reason in circumstances where there is no written agreement between the University and the student which complies with the ESOS Framework, the University will refund:
  - (a) if the default is due to visa refusal which occurs before the commencement of the course, all tuition and non-tuition fees received; or
  - (b) in all other cases, all unspent tuition fees received, calculated as follows:  
*refund amount = weekly tuition fee × weeks in default period.*
- (2) Applications are not required for refunds under this clause, which will be paid within 20 working days of the day on which the University refuses to provide, or continue providing, the course to the student.

## 12 Refunds when the University defaults

- (1) If the University defaults it will either:
  - (a) arrange for the student to be offered a place in a course at the University's expense; or
  - (b) pay a refund as provided in this clause.
- (2) The student may elect whether to accept the offer of an alternative place, or to obtain a refund.

**Note:** See section 46D of the [Educational Services for Overseas Students Act 2000 \(Cth\)](#).

- (3) If:
  - (a) the **course fails to start on the agreed starting date**;
  - (b) the **course ceases to be provided** by the University after it has started but before the student has completed; or

- (c) the **University is unable to provide the course** in full as a result of a sanction imposed by a government regulator
- then
- (d) the University will refund:
    - (i) all unspent tuition fees, calculated as follows:  
*refund amount = weekly tuition fee x weeks in default period; and*
    - (ii) any University application fees.
- (4) Applications are not required for refunds under this clause, which will be paid within 10 working days of the agreed starting date or the date on which the course ceases to be provided.

### 13 Refunds after change of residency status

- (1) If an **intending student obtains permanent residence before enrolling and is transferred to a Commonwealth supported place**, the intending student may elect to have:
  - (a) a refund of the fees paid; or
  - (b) all or part of the fees paid credited against fees payable in relation to the Commonwealth supported place for the current and future teaching or research periods.
- (2) If the student does not apply for a refund, the University will retain the funds and apply them as specified in subclause 13(1)(b).
- (3) If a **student obtains permanent residence after enrolling but before census date in the current teaching or research period and is transferred to either a Commonwealth supported place or domestic fee paying place**, the student may elect to have:
  - (a) a refund of the difference between the fees paid for the current teaching or research period and the amount now payable for that period; or
  - (b) a credit, equal to the difference between the fees paid for the current teaching or research period and the amount now payable for that period, against fees payable in relation to the Commonwealth supported or domestic fee paying place.
- (4) If the student does not apply for a refund, the University will retain the funds and apply them as specified in subclause 13(1)(b).
- (5) If a **student obtains permanent residence after the census date in the current teaching or research period**, the University will not refund any tuition fees paid for the current teaching or research period.
- (6) If a **student obtains permanent residence but is unable to transfer to a Commonwealth supported place or domestic fee paying place due to unavailability of places or ineligibility of the student**, the University will refund 100% of the fees paid on account of:
  - (a) the current teaching or research period; and
  - (b) any future teaching or research periods.
- (7) Applications are required for refunds under this clause, which will be paid within 15 working days.



## **14 Student services and amenities fees**

- (1) The University will refund student services and amenities fees only if the student has withdrawn or ceased before the relevant census date.
- (2) Refunds of student services and amenities fees will be processed together with the refund of tuition fees. A separate application is not required.

## **15 Overseas health cover fees**

- (1) The University will refund money received on account of overseas health cover for a student if:
  - (a) the student is unable to complete the course in circumstances covered by the overseas health cover provider's policy; and
  - (b) the University has not yet forwarded funds received on account of the student's overseas health cover to the University's overseas health cover provider.
- (2) A student seeking a refund of overseas health cover fees from the University must complete the relevant Request for Refund form <http://sydney.edu.au/dam/corporate/documents/study/student-administration/application-for-refund-international.pdf> and provide:
  - (a) their full name;
  - (b) their date of birth;
  - (c) their membership number (provided to the student by the International Student Fees Office);
  - (d) a statement of the reason for seeking the refund; and
  - (e) evidence of the date of:
    - (i) transfer to another University; or
    - (ii) departure from Australia.
- (3) If the University has forwarded the funds to the nominated overseas health cover provider, a student seeking a refund must apply directly to the provider, and must provide:
  - (a) all of the information required under subclause 15(2);
  - (b) a copy of the receipt for the overseas health care payment; and
  - (c) any other information the provider requests.
- (4) A sponsored student whose overseas health cover fees were paid by a third party is not entitled to a direct refund. The University will liaise with the overseas health care provider and the sponsor to arrange payment of a refund to the sponsor.

## **16 Complaints and appeals**

- (1) Complaints about refunds or applications for refunds should be made and will be addressed consistently with the [Resolution of Complaints Policy 2015](#) and the [Student Complaints Procedures 2015](#).

- (2) Nothing in this or any other University policy or procedures removes a student's right to take action against the University under Australia's consumer protection laws.

## **17 Rescissions and replacements**

This document replaces the *Refund Procedures for International Students* which commenced on 30 September 2008 and which is rescinded as from the date of commencement of this document.

## SCHEDULE 1 - Summary Table

All fees paid in advance of the current teaching or research period are refunded.

Applications are required unless otherwise stated in the following table.

If the student is aged under 18 years, the time periods for payment of refunds specified below do not apply. Refunds will instead be made within 14 calendar days.

<b>EVENT</b>	<b>ENTITLEMENT</b>	<b>PROCESS AND POLICY REFERENCE</b>
<b>Student defers</b>	Refund of 90% of tuition fees for current period, within 15 working days; or  Credit equivalent to 100% of tuition fees for current period.	Clause 8(1)
<b>Student withdraws or suspends</b>		
- Before commencement	Refund of 90% of tuition fees for current period, paid within 15 working days; or  Credit equivalent to 100% of tuition fees for current period.	Clause 8(1)
- After commencement but before census date	Refund of 50% of tuition fees for current period, within 15 working days; or  Credit equivalent to 100% of tuition fees for current period.	Clause 8(2)
- After census date	No refund of tuition fees for current period.	Clause 8(3)
<b>Higher degree by research student submit thesis prior to census date</b>	Refund of 100% of course fees for current period, paid within 15 working days	Clause 8(4)

EVENT	ENTITLEMENT	PROCESS AND POLICY REFERENCE
<p><b>Visa refused</b></p> <ul style="list-style-type: none"> <li>- Before commencement</li> <li>- After commencement</li> </ul>	<p>Refund of course fees less 5% or \$500, paid within 20 working days.</p> <p>Refund of unspent tuition fees calculated in accordance with formula, paid within 20 working days</p>	<p>No application required. Clause 9(1)(a)</p> <p>No application required. Clause 9(1)(b).</p>
<p><b>Student fails to enrol and commence without withdrawal or deferral</b></p>	<p>Refund of 75% of tuition fees for current period, paid within 15 working days; or</p> <p>Credit equivalent to 75% of tuition fees for current period.</p>	<p>Clause 10(1).</p>
<p><b>Student not permitted to commence or continue because of failure to pay, after census date</b></p>	<p>No refund of tuition fees for current period.</p>	<p>Clause 10(2).</p> <p>See clause 8 if prior to census date.</p>
<p><b>Student breaches visa condition, after census date</b></p>	<p>No refund for current period.</p>	<p>Clause 10(3).</p> <p>See clause 8 if prior to census date.</p>
<p><b>Student enrolment suspended or terminated on conduct grounds after census date</b></p>	<p>No refund for current period.</p>	<p>Clause 10(4).</p> <p>See clause 8 if prior to census date.</p>
<p><b>Student offer withdrawn or enrolment terminated for fraudulent information</b></p>	<p>No refund for current period.</p>	<p>Clause 10(5).</p>

EVENT	ENTITLEMENT	PROCESS AND POLICY REFERENCE
<p><b>Student not permitted to continue for failure to make satisfactory academic progress after census date</b></p>	<p>No refund for current period.</p>	<p>Clause 10(6).  See clause 8 if prior to census date.</p>
<p><b>Student defaults, but no written agreement with University</b></p> <ul style="list-style-type: none"> <li>- Due to visa refusal before commencement</li> <li>- Other defaults</li> </ul>	<p>Refund of all tuition fees plus all non-tuition fees, paid within 20 working days.</p> <p>Refund of all unspent tuition fees calculated in accordance with formula, paid within 20 working days.</p>	<p>No application required. Clause 11(1)(a).</p> <p>No application required. Clause 11(1)(b).</p>
<p><b>Course fails to start on agreed starting date</b></p>	<p>Refund of all unspent tuition fees plus all non-tuition fees, calculated in accordance with formula, paid within 10 working days;</p> <p>or</p> <p>Transfer to alternative course at University expense.</p>	<p>No application required. Clause 12(3).</p>
<p><b>University ceases to provide course before student completes</b></p>	<p>Refund of all unspent tuition fees plus all non-tuition fees, calculated in accordance with formula, paid within 10 working days;</p> <p>or</p> <p>Transfer to alternative course at University expense.</p>	<p>No application required. Clause 12(3).</p>

EVENT	ENTITLEMENT	PROCESS AND POLICY REFERENCE
<p><b>University unable to provide course due to government sanction</b></p>	<p>Refund of all unspent tuition fees plus all non-tuition fees, calculated in accordance with formula, within 10 working days;</p> <p>or</p> <p>Transfer to alternative course at University expense.</p>	<p>No application required. Clause 12(3).</p>
<p><b>Student obtains permanent residence before enrolling and is transferred to a Commonwealth supported place</b></p>	<p>Refund of fees paid, paid within 15 working days;</p> <p>or</p> <p>Credit of all or part of fees paid against fees payable in relation to Commonwealth supported place for current and future period.</p>	<p>Clause 13(1)</p>
<p><b>Student obtains permanent residence after enrolling but before census date in the current period and is transferred to either a Commonwealth supported place or a domestic fee paying place</b></p>	<p>Refund of difference between fees paid for current period and amount now payable that period within 15 working days;</p> <p>or</p> <p>Credit equal to difference between the fees paid for the current period and the amount now payable for that period against fees payable in relation to Commonwealth supported place for current and future period.</p>	<p>Clause 13(3)</p>
<p><b>Student obtains permanent residence after the census date in the current period</b></p>	<p>No refund of tuition fees paid for current period.</p>	<p>Clause 13(5)</p>

EVENT	ENTITLEMENT	PROCESS AND POLICY REFERENCE
<b>Student obtains permanent residence but is unable to transfer to a Commonwealth supported place or a domestic fee paying place due to unavailability of places or ineligibility of the student</b>	Refund of 100% of fees paid for current or future periods, paid within 15 working days.	Clause 13(6)
<b>Student services and amenities fee</b>	Refund of 100% of fee if student has withdrawn or ceased before relevant census date.	No application required Clause 14
<b>Overseas health cover</b>	Refund of fees not yet released to insurer.	Clause 15

## NOTES

### International Student Refund Policy 2017

Date adopted: 17 February 2017

Date commenced: 1 March 2017

Date amended: 24 March 2019 (administrative amendment)

23 February 2021 (administrative amendment)

Administrator: Executive Director, Student Administration Services

Review date: 28 February 2020

Rescinded documents: *Refund Procedures for International Students (2008)*

Related documents:

*Educational Services for Overseas Students Act 2000 (Cth)*

*Education Services for Overseas Students Amendment Act 2014 (Cth)*

*Education Services for Overseas Students (Calculation of Refund) Specification 2014 (Cth)*

*National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students*

*University of Sydney (Coursework) Rule 2014*

*University of Sydney (Higher Degrees by Research) Rule 2011*

*Resolution of Complaints Policy 2015*

*Student Debtor Sanctions Policy 2014*

*Third Party Payment of Student Fees Policy 2014*

*Student Complaints Procedures 2015*

*Student Debtor Sanctions Procedures 2014*

*Third Party Payment of Student Fees Procedures 2014*

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## AMENDMENT HISTORY

<b>Provision</b>	<b>Amendment</b>	<b>Commencing</b>
Notes	Amended title of administrator to Executive Director, Student Administration Services	24 March 2019
7(6)	Amended to include credit card surcharge in refund	23 February 2021