



Refunds and Fees Policy	
Category/Business Group	Education Group
Published Externally (Yes/No)	Yes
Approver	Chief Executive Officer
Responsible Officer	Chief Finance Officer
Contact Officer	Head of Financial Operations
Effective Date	22/03/2024
Next Review Date	22/03/2027
Version	10

Policy Approval

Approver	Responsible Officer	Policy Officer
Sarah Lightfoot	Judith Yang	Paul Sheehy
22 March 2024	7 March 2024	6 March 2024

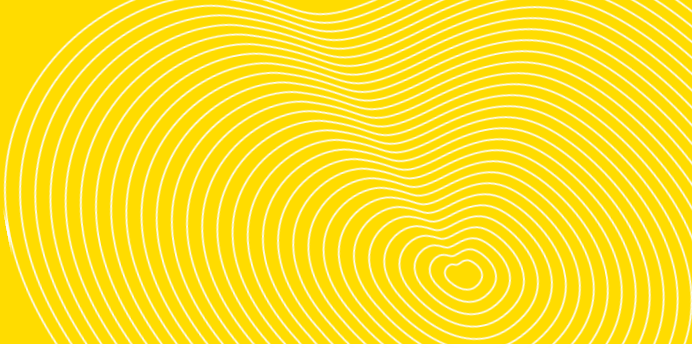


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1 Background

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

Additionally, UNSW College 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 College.

Standard 3.4 of the National Code requires that UNSW College, 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 College 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 College.

3 Scope

This Policy applies to Students who are enrolled in or will enrol in:

- (a) Foundation programs delivered by UNSW College on behalf of UNSW Sydney; and
- (b) AELP delivered by UNSW College.

4 Definitions

Administration Fee means a fee charged by UNSW College in the amount set out on the UNSW College website at <https://www.unswcollege.edu.au/apply/fees> which may be updated from time to time.

AELP means Academic and English Language Programs.

CAAW means a Confirmation of Appropriate Accommodation and Welfare arrangement required by Standard 5 of the National Code for students who are under the age of 18.

CAAW Administration Fee means a one-off administration fee charged by UNSW College to students who are subject to a CAAW.

Commencement means the date on which a student is due to start their Course or Program, 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 College, as reflected in a student's Confirmation of Enrolment.

DHA means the Department of Home Affairs.

Enrolment Fee means a fee charged by UNSW College in the amount set out on the UNSW College [website](#), which may be updated from time to time.

Education representative means an agent whom UNSW College engages as its representative to recruit prospective students for enrolment and study at UNSW College.

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

National Code 2018 means the *National Code of Practice for Providers of Education and Training to Overseas Students 2018* established under the ESOS Act.

Overseas Student means a student who does not have Australian or New Zealand citizenship or full permanent resident status in Australia. It includes those who have student visas, provisional residency, temporary residency, bridging visas etc.

Packaged Offer means where more than one Course or Program, delivered by UNSW College or UNSW, is covered by the same student visa.

Principal Course of Study means the main Course or Program to be undertaken by an Overseas Student where a student visa has been issued for multiple Courses or Programs.

Program has the same meaning as Course and is used interchangeably in this Policy.

Provider Default has the meaning given in section 46A of the ESOS Act, being that a provider default occurs if:

- (a) the provider fails to start providing the Course to the student at the location on the agreed starting day; or
- (b) after the Course starts but before it is completed, it ceases to be provided to the student at the location; and
- (c) the student has not withdrawn from the Course before the default day.

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

Student means an Overseas Student (or intending overseas student) as the context requires.

Service Provider means a third party that provides services on behalf of UNSW College to UNSW College students and / or staff under a written agreement.

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 College, directly or indirectly, in order to undertake a Course;
- (d) the student breaches a condition of his or her student visa; or
- (e) there is student Misconduct.

Transfer means changing a student's enrolment from one Course or Program to another Course or Program of the same type (e.g. an English Language Course to another English Language Course, a Foundation Program to another Foundation Program. Terminating an English Language Course to start a Foundation Program is considered as a withdrawal).For

the purpose of this policy, transfer also includes deferring or repeating the same Course or Program in a different semester or term.

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

5 Policy Statement

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

5.1 UNSW College'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 College may deduct any tuition, Administration or Enrolment Fees owing to it (or UNSW) from any other fees paid by the student; and
- (d) Refunds for services provided by Service Providers of UNSW College are subject to the refund conditions of those providers, as set out in in Section 7.6.

5.2 Students' obligations and rights under this policy

- (a) All requests for refunds must be made in accordance with Section 6.1;
- (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 College's implementation of this Policy, he or she may lodge a complaint in accordance with UNSW College's Complaints and Appeals Policy; and
- (d) Access to the UNSW College Complaints and Appeals process does not preclude a student from taking action under Australia's consumer protection laws.

6 Calculating and Applying for a Refund

6.1 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 UNSW College.
- (b) include the details, together with supporting evidence, of any compelling and compassionate circumstances relevant to their request; and
- (c) notify UNSW College Admissions and Enrolment Team in writing within 28 days of being notified that their application for a Visa has been rejected.

6.2 Refund Calculations



- (a) All refunds of tuition fees are calculated in accordance with sections 6.3, 6.4, and 6.5 below and subject to the terms and conditions set out in section 7.
- (b) UNSW College may, in its discretion, choose to vary the terms of this Policy where students can provide evidence of compassionate and compelling circumstances.

6.3 Refunds for Foundation Programs (including Extended Foundation Program and Transition Program)

For Foundation Studies students, refunds will be calculated on a term-by-term basis for their Program in accordance with the table below.

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

- Scenario 1:** *Student withdraws in Week 3 of Term 1
Refund = 25% tuition fees for Term 1, plus 75% of the tuition fees paid for Term 2 and Term 3 (if applicable), minus Administration Fee*
- Scenario 2:** *Student transfers in Week 1 of Term 2
Refund = 75% of tuition fees for Term 2, plus 100% of tuition fees for Term 3 (if applicable) minus Administration Fee*
- Scenario 3:** *Student withdraws in Week 6 of Term 2
Refund = \$0 for Term 2 and 75% of tuition fees for Term 3 (if applicable, and if Week 6 is more than 28 days prior to the commencement of Term 3), minus Administration Fee*



6.4 Refunds for English Language Programs

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

English Language Courses or Programs				
	Timeframe	Refunds for Student Defaults (including Withdrawals)	Refunds for Transfers	Refunds when Student Shortens Course
Before commencement of your Course or Program	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 or Program	from day 1 to the last day of your Course	No refund	No refund	No refund

* For Courses/Programs longer than ten (10) weeks there will be no refund for ten (10) weeks of their Course/Program and a 75% refund for week 11 onwards.

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

6.5 Refunds in the case of Provider Default, Student Default or Visa Refusal

6.5.1 Under section 46A of the **ESOS Act** a registered “Provider Default” occurs if:

- (a) The provider fails to start providing the Course to the student at the location on the agreed starting date; or
- (b) After the course starts but before it is completed, it ceases to be provided to the student at the location; and
- (c) The student has not withdrawn from the Course before the default day.

6.5.2 Under section 47A of the **ESOS Act** a “Student Default” occurs if:

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

6.5.3 In the event of Provider Default or visa refusal, UNSW College will provide a refund as set out in the ESOS Act, Education Services for Overseas Student (Calculation of Refund) Specification 2014, and the table below. In the event of provider default, UNSW College may also offer enrolment in an alternative Course provided by UNSW College at no additional cost to the student.

Provider Default and Visa Refusal	
In the case of Provider Default	Refund amount = weekly tuition fee x weeks in default period*; plus, any application fees
In the case of visa refusal (proof required) – before the course commences	Equals the amount of your tuition and nontuition fees, minus the lesser of the following amounts: (a) 5% of the amount of course fees received by the provider in respect of the student before the default day; or (b) \$500.
In the case of Student Default due to visa refusal (proof required) – after the course commences	Refund amount = weekly tuition fee x weeks in default period*

* Default period is defined as the total number of calendar days from the default day (or visa refusal date) to the end of the period of which the student has paid tuition fees in advanced. The *Explanatory Guidance on the Education Services for Overseas Students (Calculation of Refund) Specification 2014* is available [here](#).

- 6.5.4 In the event of Student Default except due to visa refusal, UNSW College will provide a refund as set out in paragraphs 6.3 and 6.4.
- 6.5.5 In the unlikely event UNSW College is unable to deliver a course you have paid for, and does not offer you an alternative course that you accept or pay a refund as set out in 6.6(a), you can contact TPS for assistance, please go to <https://tps.gov.au>.
- 6.5.6 The TPS ensures that Overseas Students are able to either:
 - (a) Complete their studies in another course or with another education provider; or
 - (b) Receive a refund of their unspent tuition fees.

7 Refund Terms and Conditions

7.1 General refund terms and conditions

- (a) All student requested changes are subject to the UNSW College policies applicable to their Course or Program and, in the case of English Language Programs, are only permitted prior to Course or Program 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, and all withdrawals and 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:
 - (i) students may be entitled to a refund as set out in section 6 (as applicable);
 - (ii) where the tuition fees for the new Course or Program are higher than the tuition fees for the original Course or Program, students must pay the difference;
- (e) Where students are transferring Courses or Programs, any refund due will be credited to the tuition fees due for the new Course or Program;
- (f) Where students temporarily suspend or defer their studies and then subsequently withdraw from their Course or Program, their refund will be calculated by reference to the date of their application for suspension or deferral;
- (g) Where a student Transfers to a different Course or Program and then withdraws from that Course or Program before commencement, the withdrawal refund rules will apply at the date the Transfer request was made;
- (h) Students cannot receive a refund that is greater than the amount they have paid to UNSW College;
- (i) All Enrolment and Administration Fees are non-refundable;

- (j) Refunds will be paid:
- to the person or entity from which the original payment was received;
 - in Australian Dollars, unless external requirements prevent this [option 1]; and
 - wherever possible, to the account from which, and using the mechanism by which, the original payment was received.
- (k) In exceptional circumstances where it is not possible for UNSW College to make a payment to the account, person or entity from which the original payment was received, the Head of Financial Operations or the nominee, will assess and make a determination how the refund will be paid.

7.2 Refund of second instalments paid in advance

- (a) For Courses or Programs with a duration exceeding 25 weeks, fees are due to be paid in two (2) instalments.
- (b) Where a student chooses to pay the second (2nd) instalment 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.

7.3 Packaged Offers

For the avoidance of doubt, where a Student Default occurs in relation to one Course or Program in a Packaged Offer, refunds for all Courses or Programs (including for subsequent Courses or Programs with UNSW College) will be calculated in accordance with sections 6.4, 6.5 and/or 6.6.

7.4 Time frame for processing Refund Requests

- (a) If a student submits an application to withdraw from his or her Course or Program, together with a refund request, UNSW College will process the withdrawal and refund request within five (5) working days of receiving the completed application.
- (b) If the student is eligible for a refund, the amount of the refund will be calculated at the date of submitting the refund request.
- (c) Once a withdrawal and refund has been processed, the student will not be permitted to attend his or her Course or Program, nor to access any UNSW College facilities.

7.5 Refunds where Provider initiates withdrawal

If UNSW College has issued a student with an Intention to Report (ITR), this section applies.

7.5.1 *Pending complaint or appeal*

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

- (a) If the student's complaint or appeal is successful:
 - (i) and the student has continued to attend his or her Course/ Program, no refund will be paid;
 - (ii) and the student decides to withdraw from his or her Course/ Program, the refund will be calculated the student in accordance with sections 6.4, 6.5 or 6.6, with effect from the date that the complaint or appeal is finally determined;
- (b) If the student's complaint or appeal is unsuccessful, UNSW College will withdraw the student from all Courses or Programs at UNSW College and will report the student to the DHA, no refund will be paid.

7.5.2 *No complaint or appeal*

If UNSW College issues an ITR and the student does not lodge a complaint or an appeal, after the timeframe for a complaint or appeal has expired UNSW College will report the student to the DHA and no refund will be due.

7.6 Non-Tuition Fee Refunds and Unclaimed Fees

7.6.1 *Accommodation refunds*

- (a) External homestay agencies, as well as other accommodation providers supplying accommodation services to UNSW College students, will apply their own refund policy.
- (b) Students are advised to check directly with the accommodation providers.
- (c) CAAW Administration Fees are non-refundable.

7.6.2 *Airport pick up refunds*

- (a) Where a student pays fees in advance to UNSW College for airport pick-ups and the flight is cancelled or changes, the student must notify College of the cancellation or any flight changes a minimum of 72 hours prior to the scheduled flight arrival time in order to receive a refund.
- (b) The airport pick-up fees may be applied to a rescheduled airport pick-up.
- (c) UNSW College will only refund airport pick-up fees if it has not paid them to the Service Provider.
- (d) Where the student is unable to notify UNSW College of cancellation or any flight changes 72 hours prior to the scheduled flight arrival time for reasons beyond the student's control, UNSW College may, in its sole discretion, refund airport pick-up fees provided that it has not paid them to the Service Provider.

7.6.3 *Overseas Student Health Cover (OSHC) refunds*

- (a) Students who do not enrol with UNSW College will be eligible for a full refund of any OSHC fees paid if UNSW College has not sent the payment to the OSHC provider.
- (b) If UNSW College has sent the payment to the OSHC provider, students will be responsible for contacting the OSHC provider directly to claim a refund.

7.6.4 *Unclaimed fees*

- (a) UNSW College will contact all students who have overpaid tuition fees to inform them that they are eligible for a refund.
- (b) When a student does not respond to UNSW College to arrange a refund of any overpayment of tuition fees or UNSW College is unable to contact a student who is entitled to a refund:
 - (i) the funds will be held for a maximum of six years in a designated trust account held by UNSW College, 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](#); or
 - (ii) accounts with a balance less than or equal to \$100 will be forfeited to UNSW College.

8 **Legal and Policy Framework**

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

8.1 **Responsibilities**

(a) *Approver*

The Chief Executive Officer is responsible for the approval of this policy.

(b) *Responsible Officer*

The Chief Finance Officer, Services is responsible for the implementation, dissemination and review of this policy.

(c) *Contact Officer*

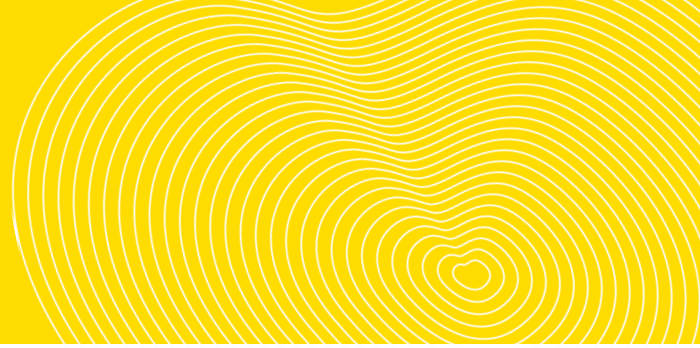
The Head of Financial Operations, Services is responsible for the day to day implementation of this policy and is the first point of contact for all enquiries that relate to this policy.

(d) *Administration and publication*

The Legal and Compliance team is responsible for the administration and publishing of this policy.

(e) *Staff, Supervisors and Executives*

UNSW College staff, supervisors and executives are responsible for assisting in the implementation of and adherence to this policy.



8.2 Review

This policy is due for review three years from its date of implementation or in case of legislative or regulatory changes.

9 Related Documentation

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

10 Related Policies and Procedures

- (a) Refunds and Withdrawal Procedure
- (b) Complaints and Appeals Policy
- (c) Transfer between Registered Providers Policy

11 Version History

Version	Date Effective	Approved By	Amendment Notes
2	01/09/16	E. Drummond	<ul style="list-style-type: none"> • Added links to UFS and UNSWIL fees pages. • Added definitions of “transfer” and “withdrawal” to 4. • Added “student services centre” to 6.2 (a). • Split out UFS and UNSWIL refund tables at 7.1 and 7.2 and added in examples in 7.3. • At 7.1, UFS Refund Table, removing refund for withdrawal after census date.
3	01/09/16	S. Kapacee	<ul style="list-style-type: none"> • Fixed formatting error
4	01/01/17	E. Drummond & T. Kelly	<ul style="list-style-type: none"> • Updated definition of ‘Student Default’ to align with updated Conditions of Enrolment version (2017-01). • Updated table at paragraph 8 to reflect new definition of ‘Student Default’. • Added in paragraph 8 to clarify withdrawal, refund and Release Letter process.
5	01/09/17	T. Kelly	<ul style="list-style-type: none"> • Inserted Table of Content. • Inserted table for Diploma Programs at paragraph 5.4 (c). • Updated paragraph 5.8 Timeframe for processing withdrawal, refund and Release Letter
6	01/01/18	E. Drummond	<ul style="list-style-type: none"> • Update for 2018 National Code • Re-ordering to make easier to follow
7	09/08/18	E. Drummond	<ul style="list-style-type: none"> • Update definition • Update Diploma refund terms



Version	Date Effective	Approved By	Amendment Notes
8	31/03/2019	E. Drummond	<ul style="list-style-type: none">• Update definition• Update Diploma refund terms
8.1	09/09/2019	S. Walpola	<ul style="list-style-type: none">• Updated definition of Discontinuation Fee
9	See pg 1	L. Pearcey	<ul style="list-style-type: none">• Updated to remove Diploma from Scope section (refer to UNSW Sydney's policy framework)
10	22 March 2024	S. Lightfoot	<ul style="list-style-type: none">• Amended title of responsible officer and contact officer to Head of Financial Operations (page 1)• Updated to reflect how the tuition fees will be paid (section 7.1)• Updated Provider Default and Student Default section to align with the Conditions of Enrolment (section 6.5)• Updated definition of Overseas Student and Added definition of Student.