

Policy Title: International Student Tuition Fee Refund Policy

Policy Owner: Manager Student Finance and SSC Business Manager

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1. INTENT

The purpose of this policy is to clarify International students' entitlement to refund of fees and relevant processes, as required under the Education Services for Overseas Students Act 2000 (ESOS Act).

2. ORGANISATIONAL SCOPE

This Policy applies to International Students including students on Australian Student Visas studying at Edith Cowan University.

The Policy does **not** apply to:

- a. amounts received for services other than tuition;
- b. amounts received on behalf of another education provider; and
- c. courses delivered outside Australia where an agreement specifies different arrangements.

3. DEFINITIONS

TERM	DEFINITION
Census Date	Means the date at which a student's fee liability is assessed. The census dates are normally March 31 and August 31 and should not to be confused with any later dates by which withdrawal without academic penalty may be granted. Separate conditions may apply for non-standard teaching periods such as Summer/Winter Teaching Period.
Commencing Student	A student who has accepted an offer to study at the University.
Continuing Student	A student who has completed at least one Teaching Period of study at the University.
Course	Means a program of study comprising the units necessary to qualify for a University higher education award.

International Student	Means a student who is not an Australian citizen, a permanent resident of Australia or a New Zealand citizen.
Non Award Student	Means a student admitted to the University to undertake studies not leading to a University award or an award provided by the University.
Study Abroad Student	Means an International Student enrolled for one or two Teaching Periods in the Study Abroad program.
Teaching Period	Means the period of time within which: (a) a unit in an award course is undertaken and formally assessed and for which assessment results are confirmed by Boards of Examiners under the relevant provisions of the Admission, Enrolment and Academic Progress Rules; or (b) a non-award course or unit may be undertaken
Unit	Means a unit of study that can form part of a Course.
Week	Means seven (7) calendar days.

4. POLICY CONTENT

- 4.1 The Policy is intended to apply when the student ceases enrolment in the University.
- 4.2 Notwithstanding anything else in this policy in circumstances where the student is refused a visa , or can demonstrate that they are likely to be refused, and are unable to commence or continue the Course - a full refund of course monies will be made less \$500 for administration expenses. In such circumstances any applicable refund will be made within 28 days of the student failing to start, withdrawing or having their enrolment cancelled due to non-payment and not when the claim form is received.

In circumstances where the student has accepted an offer from the University but does not enrol, the student is entitled to a refund as outlined in this policy;

- 4.3 **Withdrawal from a Unit or Units of study-** Students, with the exception of Study Abroad Students, who withdraw from a Unit prior to Census Date will not incur a financial liability for that Unit. Notwithstanding any other provision in this Policy, fees paid for those Units will be retained in the student’s fees account as a credit towards any future Unit enrolments and will not be returned to the student. No credit will apply for Unit withdrawal after the Census Date;
- 4.4 The University will not accept more than 50% of the total tuition fees prior to commencement of a course unless the student or the student’s sponsor elects to pay more;
- 4.5 **Overpayment of fees -** Students who make a payment in excess of the required tuition fee will have the overpayment retained in the student’s fee account as a credit towards any future enrolment. Students who are enrolled in their final Teaching Period of study will be eligible to apply for a refund of any overpaid fees upon the successful completion of their final units and will be entitled to a full refund;
- 4.6 **Advanced standing -** A student who makes payment for a unit and is later successful in obtaining advanced standing for that unit, will be entitled to a full refund of the payment once

the advanced standing has been processed and the original unit enrolment has been withdrawn;

- 4.7 **Transferring to a new Course in the University** - In such cases, any amount owing to the student will be applied to the fees in the new course and not returned to the student;
- 4.8 Where a student has completed a course in a **pathway program** and did not meet the conditions to allow them to commence the next course in the packaged program, they may request for a new offer package or alternative offer to be issued. If the student decides to withdraw instead, then any refund will be calculated in accordance with 4.13.
- 4.9 Where a student withdraws from a course in a **pathway program**, they may make a request for a new offer package or alternative offer to be issued. If the student decides to withdraw from their principal course instead, then any refund will be calculated in accordance with 4.13.
- 4.10 **Compassionate or Compelling Circumstances** - An exceptional refund may be granted in compassionate or compelling circumstances. In considering grounds for an exceptional refund, each case will be taken on its individual merits and requires acceptable documentary evidence to the University's satisfaction in support of the claim. Compassionate or compelling circumstances are generally beyond the control of a student and prevent the student from commencing or continuing their course including, without limitation, the following:
- serious illness or injury;
 - bereavement or serious injury of an immediate family member; or
 - major political upheaval or natural disaster in the home country requiring; emergency travel where this has clearly impacted on the student's studies.
- 4.11 Any decision made by the University relating to the refund of fees is **subject to review** by its complaints and appeals procedures.
- 4.12 This Policy, and the availability of complaints and appeals processes, does not affect any potential right of the student under Australia's consumer protection laws.
- 4.13 Tuition fees paid in advance for Commencing Students and Continuing Students may be refunded to the extent set out in the following conditions:
- 4.13.1 Full Refund
- An offer of a place for the student in a Course is withdrawn by the University.
 - The University is unable to provide the Course to the student.
 - In the case of a Continuing Student, the Course ceases to be provided by the University after it has started, but before it is completed by the student.
 - A Continuing Student withdraws from the University on or prior to the first day of the Teaching Period they were enrolled in.

4.13.2 Partial Refund

- a) Where a Commencing Student gives written notice of their withdrawal from the University not less than 10 weeks before the start of the first Teaching Period, all tuition fees paid are refundable less 10% of the indicative tuition fee for the first Teaching Period or \$2000, whichever is the lesser.
- b) Where a Commencing Student gives written notice of their withdrawal from the University less than 10 weeks before the start of the first Teaching Period, all tuition fees paid are refundable less 30% of the indicative tuition fee for the first Teaching Period.
- c) A Commencing Student or Continuing Student who withdraws from the University for whatever reason after the start of the Teaching Period but no later than the Census Date for that Teaching Period, will be eligible for a refund less 70% of their fee liability based on their enrolment on the first day of the Teaching Period.

4.13.3 No Refund

- a) A student who withdraws from a course of study at the University or from one or more units, for whatever reason after the Census Date for the Teaching Period.
- b) A student who is requested to leave Australia because of a breach of their student visa conditions.
- c) A student makes a material statement that is proven to be false or provides a fraudulent document or the student is guilty of misconduct leading to expulsion or cancellation of enrolment.
- d) A student withdraws from a pathway program and the University is holding only a deposit.
- e) A student who withdraws from a Unit resulting in a reduced study load without approval from the University.

4.14 Payment of refunds:

- 4.14.1 Students must apply in writing on form published on the University Fees web page.
- 4.14.2 Students are responsible for clearing any outstanding debts with the University prior to a refund being processed;
- 4.14.3. The refund must be made to the student or body from whom the fees were originally received unless: there are written instructions from that person or body to the contrary which includes documentation for identity verification (such as signed passport, visa documents, driver's license, etc.); and the University is satisfied that the transaction is not intended to conceal the source of any funds;
- 4.14.4 The refund will be paid in Australian dollars, normally by telegraphic transfer to the nominated bank account;
- 4.14.5 The University accepts no liability for any currency exchange movement between the date the fees were received and the date the refund is paid or any bank charges relating to the refund;

- 4.14.6 Refunds will be paid within 28 Days of receipt of a valid and complete *Application for Refund of Student Fees Form*, subject to confirmation that the fees originally paid by the student are cleared funds.
- 4.14.7 In the event that the information provided in the refund application is not complete and further information/verification is required, the processing timeline will resume effective from the date when the completed information has been submitted.
- 4.14.8 All communication by ECU in relation to refund applications will be via the secure ECU Student Email Account.
- 4.14.9 Refunds cannot be paid until the university is in receipt of the monies into its account as cleared funds.
- 4.14.10 Refund applications cannot be assessed until unit withdrawal or course discontinuation has been processed.

5. ACCOUNTABILITIES AND RESPONSIBILITIES

In relation to this policy, the following positions are responsible for the following

Policy Owner

The Policy Owner the Manager Student Progress has overall responsibility for the content of this policy and its operation in ECU.

Staff and students are required to comply with the content of this policy and to seek guidance in the event of uncertainty as to its application.

All members of the University community are expected to comply with University Policy.

6. RELATED DOCUMENTS:

6.1 Other documents which are relevant to the operation of this policy are as follows:

- Study Abroad Tuition Fee Refund Agreement
- Application for Refund of Student Fees

7. CONTACT INFORMATION

For queries relating to this document please contact:

Policy Owner	Manager Student Progress
All Enquiries Contact:	Manager Student Progress
Telephone:	08 6304 3899
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8. APPROVAL HISTORY

Policy Approved by:	Vice-Chancellor
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