

# Student Fees, Charges and Refunds - Procedures

## Notes

1. These procedures must be read in association with the Student Fees and Charges – Governing Policy and they apply except where the University has entered into a contractual arrangement outlining separate fee and refund arrangements, subject to those arrangements being consistent with any Commonwealth or State government requirements.

2. The procedures are presented in two parts:

Part A: Domestic students applies to students who were born in Australia or New Zealand, who have Australian or New Zealand citizenship, or who have Australian permanent residency status or can demonstrate Permanent Humanitarian Visa Holder status in Australia (Domestic students).

Part B: International students applies to all other students not included in Part A (International students), except international Exchange students. Some items in Part B indicate different requirements that may apply to students in relation to English Language Programs offered by International Office or to international students in relation to Study Abroad programs, and award programs (e.g. Bachelor and Masters degree programs).

## Part A: Domestic students

### Definitions

Please refer to the university Glossary of Terms for policies and procedures. Terms and definitions identified below are specific to these procedures and are critical to the effectiveness of Part A:

Domestic Student means a student who is one of the following:

- an Australian citizen (including Australian citizens with dual citizenship) or
- a New Zealand citizen or
- a permanent humanitarian visa holder or
- a holder of a permanent visa other than a permanent humanitarian visa.

Enrolment period means a semester, trimester or session where appropriate.

FEE-HELP means a loan that helps eligible fee-paying students pay their tuition fees at the University.

Fees includes all fees, fines and charges payable as specified in the Schedule of Fees.

HECS-HELP means a loan that helps eligible Commonwealth supported students to pay their student contribution.

Higher Education Loan Program means a loan program to help eligible students pay student contributions (HECS-HELP), tuition fees (FEE-HELP), Student Services and Amenities Fees (SA-HELP) and overseas study expenses (OS-HELP).

OS-HELP is a Commonwealth Government loan program that provides financial assistance to eligible students wishing to undertake part of their Commonwealth Supported program overseas. OS-HELP can be used for a range of expenses such as airfares, accommodation and other travel or study expenses.

SA-HELP is an Australian Government loan scheme that helps eligible students who do not wish to pay the Student Services and Amenities Fee (SSAF) upfront to the university. Students can request assistance from the Commonwealth and defer the fee through the Higher Education Loan Program (HELP) known as SA-HELP.

Schedule of Fees means the listing of fees and charges as determined under the Student Fees and Charges – Governing Policy.

## APPROVAL AUTHORITY

Deputy Vice-Chancellor (Academic)

## RESPONSIBLE EXECUTIVE MEMBER

Pro Vice-Chancellor (Students)

## DESIGNATED OFFICER

Academic Registrar and Director, Student Services

## FIRST APPROVED

31 October 2007

## LAST AMENDED

16 June 2022

## REVIEW DATE

7 November 2024

## STATUS

Active

SSAF means Student Services and Amenities Fee being a fee that higher education providers can charge students for student services and amenities of a non-academic nature

Student contribution means the contribution that Commonwealth supported students make towards the cost of their education.

## A1. Student contribution and tuition fees

Student contribution, tuition fees and Student Services and Amenities Fee are liable as a result of a student's enrolment in a course(s) or program unless it is established to the satisfaction of the Pro Vice-Chancellor (Student) or nominee that the required payment is covered by an exemption, or by a scholarship or other award.

### A1.1 Due Date for Payment

Student contribution, tuition fees and Student Services and Amenities Fess are required to be paid on or before the due date for an enrolment period as notified to students.

## A2. Refund of fees

### 2.1 Tuition Fees

2.1.1 Students are entitled to a refund of tuition fees and SSAF if they have formally withdrawn via USC Central from a course or program by the census date.

2.1.2 A student who has been suspended or expelled for reasons relating to student academic misconduct or student general misconduct will not be entitled to a refund of tuition fees.

### 2.2 Student contribution paid in advance (up-front)

2.2.1 A student may discontinue enrolment in a program, take leave of absence from a program or withdraw from a course in which the student is enrolled: Where the notification of such change of enrolment is received after the census date, the student is still liable for the student contribution and SSAF as determined by the student's enrolment on the census date.

2.2.2 Where an enrolment change is necessitated by illness or other exceptional and compassionate circumstances beyond the student's control and which prevent the student from completing studies in that enrolment period, any refund of tuition fees is contingent upon approval of an application for *Withdrawal from Course Due to Special Circumstances* as outlined in the Enrolments and Graduation – Procedures.. There is no refund of SSAF available after the census date.

### 2.3 Refund Process

2.3.1 To apply for a refund, students are to login to USC Central and follow the prompts under Financial Account

2.3.2 Payment of refunds approved under the Student Fees and Charges – Governing Policy and these procedures will be made within two (2) weeks of receiving a request for a refund from the student.

## A3. Higher Education Loan Program (HELP)

The provisions of the Higher Education Loans Program (HELP) are determined by the Commonwealth Government: Student Services and Engagement implements procedures in relation to HELP as set out in the Higher Education Support Act 2003.

### 3.1 Remission of HECS-HELP, FEE-HELP or SA-HELP Debt

3.1.1 A student may discontinue enrolment in a program, take a break from study or withdraw from a course(s): Where the notification of such change of enrolment is received after the census date, the student is liable to pay HELP as determined by the student's enrolment on the census date.

3.1.2 Where the enrolment change is necessitated by illness or other exceptional and compassionate circumstances beyond the student's control which prevent the student from completing studies in that enrolment period, remission of a HELP debt is contingent upon approval of a refund of fees or HELP being re-credited. Remissions of SA-HELP debts are not available. The process is outlined in the Enrolments and Graduation – Procedures.

## A4. Penalties for non-payment or late payment of fees

4.1 A late payment charge may apply where a student has not paid fees or (where applicable) by the due date notified to the student.

4.2A dishonoured payment charge may apply where a student payment has been dishonoured or recalled by the bank or credit card provider.

4.3 A student may be required to pay a late enrolment charge for enrolment or re-enrolment in course that is not made by the due date notified to the student, and enrolment will not be effective until the charge has been paid.

4.4 Unless the Pro Vice-Chancellor (Students) rules otherwise in a particular case, a student who has an outstanding amount owing to the University which is greater than the threshold determined by the Pro Vice-Chancellor (Students) for this purpose will:

- (a) not be permitted to enrol in courses in future enrolment periods
- (b) have the student's academic results withheld, and
- (c) not be eligible to graduate.

4.5 In accordance with Commonwealth government requirements, the University will cancel the enrolment of a Commonwealth supported student who has not met their student obligations by the census date of that enrolment period.

4.6 A fee-paying student who has not paid tuition fees by the due date may have the student's enrolment at the University cancelled.

4.7 A Commonwealth supported student whose enrolment in a program is cancelled under 4.5 and who applies to have the enrolment reinstated, cannot be enrolled into a Commonwealth supported place after census date. (In this circumstance, the student can only be enrolled into a fee-paying place.)

4.8 A student whose enrolment has been cancelled under item 4.6 for non-payment of fees may apply in writing to the Academic Registrar and Director, Student Services, for reinstatement of the enrolment, provided the student pays in full all student charges for that study period enrolment within fourteen (14) days of the date on the letter/notice of cancellation.

4.9 Any enrolment which is reinstated in accordance with item 4.8 will thereafter be deemed to have been continuous.

## A5. Administrative and miscellaneous charges

Charges in respect of late charges, penalty charges, library fines, service fees and other administrative and miscellaneous charges are approved by the Pro Vice-Chancellor (Students) and set out in the Schedule of Fees.

## A6. Residency and Citizenship

6.1 All requests for change of residency or citizenship status must be submitted on an Application for Change of Residency or Citizenship form. All supporting documentation/evidence must be submitted with the application and received by Student Services and Engagement. Student forms are available on the USC website and must be submitted before the census date.

6.2 Students who are granted Australian permanent residency status and complete a Request for Commonwealth Support and HECS-HELP form prior to the census date of the relevant enrolment period will be charged as a Commonwealth supported student for that enrolment period and may request a refund of any excess tuition fees paid.

6.3 Students who are granted Australian permanent residency status after the census date in a given enrolment period will remain liable for international student fees until the next enrolment period.

## A7. Payments to the University

7.1 All student fee payments must be made in Australian Dollars (AUD).

7.2 Students who deposit payment directly into USC's bank account will be liable for any bank charges or deductions imposed during the deposit process, however payment directly into USC's bank account is not an approved payment method.

## A8. Domestic student refund payments

8.1 The minimum refund amount will be AUD\$10.00.

8.2 All domestic student refunds will be deposited in a bank account nominated by the student when applying online via USC Central.

8.3 All domestic refunds will be made in Australian Dollars (AUD). Students requesting refunds into overseas bank accounts will be liable for any bank fees or charges associated with the deposit. Such fees and charges will be deducted from the refund amount.

## A9. Reviews of decision

9.1 Requests for reviews concerning fees and charges, including refunds, should be lodged in writing according to the processes detailed in the Student Grievance Resolution – Governing Policy and associated procedures.

9.2 The University's dispute resolution processes do not inhibit a student's right to pursue legal remedies.

9.3 These procedures do not remove a student's right to take further action under Australia's consumer protection laws.

## Part B: International students

Notes

1. These procedures must be read in association with the Student Fees and Charges – Governing Policy and they apply except where the University has entered into a contractual arrangement outlining separate fee and refund arrangements, provided that those arrangements are consistent with any Commonwealth or State government requirements.

2. The procedures apply to all international students except:

(a) international exchange students in relation to program fees (international exchange students pay no program fees [see definition below] direct to the University, fees and charges are subject to negotiated arrangements made between the University and the exchange student's home institution)

3. Some items below indicate different requirements or conditions applying to students in relation to English Language Programs offered by International Office than to international students in relation to non award programs and award programs.

## Definitions

Please refer to the University's Glossary of Terms for policies and procedures. Terms and definitions identified below are specific to these procedures and are critical to the effectiveness of Part B:

Agreed start date means the day on which a program or course is scheduled to start, or a later day agreed between the University and an international student.

Articulated program means an arrangement involving a student undertaking a specified sequence of programs where the student is required to successfully complete the first program in the sequence before, and meet the entry requirements for, undertaking the second program in the sequence.

Award course means a course that is offered as part of an award program.

Award program means a set of courses, successful completion of which results in an award with which a student graduates from the University, e.g. a Bachelor, Master or Doctoral degree or a Graduate Certificate or Graduate Diploma.

Award-program student means an international student who is enrolled, or who is intending to enrol, in an award program.

Census date means the date by which students must finalise their enrolment in each study period.

Cancellation charge means the monetary deduction applied against a commencing or continuing student's account when the student formally withdraws and/or formally claims a refund with the University.

Commencing student means an international student who enrolls or proposes to enrol for the first time in a specific program.

Continuing student means an international student who re-enrolls or proposes to re-enrol in a specific program.

Confirmation of Enrolment (CoE) means the document provided by the University to the student to use when applying for a Student visa with the Department of Home Affairs.

Department of Home Affairs means the Australian Government department responsible for assessing Student visa applications and issuing Student visas.

English Language Program (ELP) means a program of instruction offered by International Office that is designed to enable an international student to acquire proficiency in the English language.

English Language Program (ELP) student means a student enrolled in an English Language Program.

Enrolment period means a specified period for which a student is enrolled, e.g. a semester or session or term or number of weeks.

Fees and charges means moneys payable by an international student or the student's agent as specified in the University's Schedule of Fees or in a written agreement between the University and the student or agent.

International student means a student who is NOT one of the following:

- an Australian citizen (including Australian citizens with dual citizenship) or
- a New Zealand citizen or
- a permanent humanitarian visa holder or
- a holder of a permanent visa other than a permanent humanitarian visa.

International exchange student means a student who is not an Australian or New Zealand citizen and does not have Australian Permanent Residency status and:

- who is undertaking higher education studies at the University of the Sunshine Coast under an agreement reached between the University of the Sunshine Coast and the student's institution of enrolment in an overseas country

- for whom fees and charges as listed in the University's Schedule of Fees are not payable by the student to the University

Non-award student means a student enrolled in a course/s which does not lead to an award (e.g. Bachelor of Science). Tertiary Preparation Pathway, visiting, cross institutional, Exchange or Study Abroad students are non-award students. English Language Program students are not included under this definition for the purposes of this procedure.

Overseas Student Health Cover (OSHC) means compulsory health/medical insurance for an international student on a Student visa in Australia.

Overseas Student Health Cover (OSHC) fee means any amount received by the University that the university is to pay, on behalf of the student, to a registered health benefits provider

Packaged programs means an overall program of study in which students have packaged their studies to combine a preliminary program with their main program of study on the one visa subclass, with the subclass being the one relevant to the main program of study.

Program fees means money the University receives, directly or indirectly, from:

- an international student, or
- another person who pays the money on behalf of an international student for a program or course that the University is providing, or offering to provide, to the student and includes:
  - tuition fees, and
  - any other amount that the student has/had to pay the University, directly or indirectly, in order to undertake the program or course.

Schedule of Fees means the listing of approved University fees and charges determined under the Student Fees and Charges – Governing Policy and published on the University Website.

Study Abroad student means an international student who is enrolled in the CRICOS registered Study Abroad program.

Student default means an instance where a continuing international student or commencing international student has entered into a written agreement with the University to undertake a program or course and:

- the program or course starts on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn from the course or program), or
- the student withdraws from the program or course (either before or after the agreed starting day), or
- the University refuses to provide, or to continue providing, the program or course to the student because of one or more of the following events –
  - the student failed to pay an amount that the student was liable to pay the University, directly or indirectly, in order to undertake the program or course
  - the student breached a condition of a Student visa or other visa-related misconduct by the student.
  - the student was proven to have committed student general misconduct or student academic misconduct, which resulted in a period of suspension for or during an enrolment period, or expulsion from the University.

University default means an instance where the University has entered into a written agreement with an international student or commencing international student to undertake a program or course and:

- the program or course does not start on the agreed starting day, or
- the program or course ceases to be provided at any time after it starts but before it is completed, or
- the program or course is not provided in full to the student because the University is prohibited under the Education Services for Overseas Student Act 2000 from offering the program or course.
- The above instances of University default only applies when the student has not withdrawn from the course or program before –
  - the agreed starting day or census date as applicable, or
  - the day on which the particular program or course ceased to be provided, or
  - the day on which the University refused to provide or continue to provide the program or course to the student because of one or more of the events listed above under Student defaults–

Written agreement means the written agreement that a student enters into with the University when they accept their offer for a program and make payment as requested, in relation to a program for which they have been provided with a Letter of Offer and Important Information which includes the information outlined in the Student Fees, Charges and Refunds - Procedures (2.2).

## B1. Fees and charges payable

1.1 Fees and charges payable to the University by international students will be set and published in accordance with the Student Fees and Charges – Governing Policy.

1.2 The fees and charges required to be paid to the University by an individual international student will be: \_\_\_\_\_

(a) listed in the University's approved Schedule of Fees for the calendar year in which the student has enrolled, (unless any reduced fee or charge has been specified in the written agreement).

(b) for commencing students, program fees will be indicated in their letter of offer. These are the most up to date fees available at the time of generating the offer. If the published program fees for the calendar year the student enrolls represent an increase from those indicated in the letter of offer, the student will be required to pay any residual payment by the Fee due date for that enrolment period (refer to 2.1a).

(c) for continuing students, fees and charges will be added to the student's University account and will be liable to be paid by the published fees due date for that enrolment period as notified to the student by the University.

(d) OSHC fees are calculated from the fee schedule provided to the University by the University's preferred registered health provider. For commencing students, this fee will be specified in the Letter of Offer provided to the student and for continuing students as a charge added to the student's University account.

1.3 Additional fees or charges may be incurred by an international student either because of a choice exercised by the student or in the form of a penalty imposed on the student for failing to honour a condition of the written agreement or a condition of enrolment at the University. Information about potential additional fees and charges can be found in the approved Schedule of Fees.

1.4 Any fees or charges payable by an international student that are identified as "program fees" (refer to definition above) will be clearly identified as such in the written agreement for commencing students and in the approved Schedule of Fees for continuing students.

1.5 The types of fees and charges payable to the University by an international student may include, without being limited to, the following:

(a) tuition fees (including fees referred to as "course" or "program fees")

(b) application fees

(c) administrative and miscellaneous fees

(d) examination or test fees

(e) course surcharges (including for laboratory-based courses)

(f) cancellation of enrolment charges

1.6 Fees and charges specified in the approved Schedule of Fees are reviewed each calendar year. Fees and charges are subject to annual increases and the fee that a student must pay, is that which has been approved for the calendar year in which the student is enrolled or the charge occurs. Any increase in fees or charges will be no more than 7% from the previous approved Schedule of Fees.

1.7 Where the University offers or agrees to act as an agent for an international student by receiving money from a student for referral and payment on the student's behalf to a third party, e.g. to a health/medical insurance agency or transport provider, any administrative charge made by the University for providing that service will be stipulated in the approved Schedule of Fees.

## B2. Payment of fees and charges

2.1 Payment of fees and charges are required as follows:

(a) for commencing students, the amount to be paid on acceptance of the offer will be indicated in the Letter of Offer. The University will notify students of the due date for payment of any residual fees. The date for payment of any residual payments of fees will be notified to the student by the University.

(b) in the case of additional fees or charges incurred under item 1.3 above, by the due date as subsequently notified to the student by the University.

(c) for continuing students, the program fees are required to be paid on or before the Fee due date for an enrolment period as notified to students by the University.

2.2 Payment of program or course fees and any other charges must not be made prior to the international student signing and lodging with the University the written agreement entered into between the University and the student which, among other things will:

(a) identify the program or course(s) in which the student is to be enrolled and any conditions on the student's enrolment, and

(b) provide an itemised list of fees and charges payable by the student or any other person who pays the moneys on behalf of the student (agent), and

(c) provide an explanation of what happens in the event of a program or course(s) not being delivered, and

- (d) provide an explanation of what happens in the case of student default (refer to definition of "Student default"), and
- (e) provide information in relation to any amounts that may or may not be refunded to the student or agent, and
- (f) outline processes for claiming any refunds of moneys paid by the student or agent, and
- (g) include a statement that "This agreement, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia's consumer protection laws".

2.3 If the University receives from an international student or the student's agent payment for any program or course fees and other charges in advance of receiving the signed agreement referred to in 2.2 above, the University will:

- (a) immediately contact the student or the student's agent and advise that the moneys cannot be accepted without the written agreement, and
- (b) refrain from processing the moneys until the written agreement is received.

2.4 For programs with a program duration of more than 24 weeks, the University will not request commencing students to pay more than 50 percent of the total program fee prior to commencement.

2.5 If the student becomes an Australian Permanent Resident.

2.5.1 An international award-program student who submits an Application for Change of Residency form and provides evidence of obtaining an Australian Permanent Resident visa before the census date will:

- (a) be regarded as a domestic student in which case Part A of these procedures will apply to the student, and
- (b) the student may submit an Application for Refund of any difference between international and domestic fees and charges paid.

2.5.2 An international award program student who submits an Application for Change of Residency form and provides evidence of obtaining an Australian Permanent Resident visa after the relevant census date as stipulated in the academic calendar will:

- (a) remain liable for the relevant international student fees and charges for the current enrolment period, and
- (b) from the start of the following enrolment period be regarded as a domestic student in which case Part A of these procedures will apply to the student.

### B3. Re-assignment of fees or charges

3.1 Where an international student or the student's agent has paid moneys to the University in the form of an application fee for a program or course(s), the University may choose or choose not to re-assign part or all of those moneys as credit towards payment of other or subsequent fees payable by the student or the student's agent after the student commences in the program or course(s).

3.2 Where the University might or does choose to exercise re-assignment of part or all moneys received as an application fee, the conditions upon which such re-assignment may or will be made is to be included in the written agreement between the University and the student or the student's agent, and any subsequent decision to re-assign or not re-assign the moneys will be conveyed in a written notification to the student and any agent by International Office.

3.3 Where agreement is reached between the University and an international student that the student may transfer enrolment to a University program or course(s) other than that specified in the written agreement, the University will enter into a new written agreement with the student which will include details of any re-assignment of moneys received from the student under the original agreement towards moneys payable under the new agreement.

3.4 Where agreement is reached between the University and an international student, before the agreed starting date specified in the written agreement, that the student may defer commencement in the program or course(s) until a future intake into the specified program or course(s), the University:

- (a) may choose to or choose not to re-assign part or all of those moneys as credit towards payment of fees payable by the student for that future intake, and
- (b) prior to the future intake, will enter a new written agreement with the student which will include details of any re-assignment of moneys received from the student under the original agreement towards moneys payable under the new agreement.

3.5 Where a continuing student has a credit amount on their student account, due to overpayment or withdrawal from a course prior to census date, the credit will remain on the student's account to be applied against charges incurred in a future study period. Where the student has completed the requirements of their program or formally withdraws from the University and the credit remains on the student account, the student can apply for a refund from the University using the process indicated in Section B7.

## B4. Penalties for non-payment, late payment or partial payment

4.1 If an international fee-paying student has not paid fees and charges, or for a commencing student any residual fees and charges, by the date as notified to the student by the University, the University may, having regard to the circumstances in the particular instance:

- (a) impose a late payment charge or cancellation fee on the student, or
- (b) cancel the enrolment of the student or decline to enrol or re-enrol the student until the outstanding fees or charges have been paid, and
- (c) notify the Department of Home Affairs of a student visa holder's cancelled enrolment, where the student did not access the student complaints and appeals process within the timeframe specified by written notification from the University or where the appeals process was unsuccessful.

4.2 Commencing international students who are in receipt of government funding for their studies at the University and continuing international students who can demonstrate genuine financial hardship beyond their control may be permitted to pay tuition fee charges by instalments in the form of a payment plan.

### 4.2.1 Payment plan requests:

- (a) are only applicable to one enrolment period at a time, and
- (b) are based on individual circumstances and are not automatically granted, and
- (c) must be lodged via the 'Application for Payment Plan' form, available upon request to [studentcentral@usc.edu.au](mailto:studentcentral@usc.edu.au), and
- (d) must be submitted by the fees due date of the relevant enrolment period, and
- (e) must be supported by documentary evidence, and
- (f) will incur an administration charge.

4.2.2 The date for the final instalment of a payment plan must be no later than the last date of the relevant enrolment period to which the payment plan relates.

4.2.3 If an application is approved, the instalment dates listed in the payment plan agreement are negotiated Fee due dates between the student and the University. Students who fail to meet the agreed Fee due dates will be processed in accordance with 4.1 of this policy.

4.3 Unless the Pro Vice-Chancellor (Students) rules otherwise in a particular case, an international student who has an outstanding amount owing to the University which is greater than the threshold determined by the Pro Vice-Chancellor (Students) for this purpose, will:

- (a) not be permitted to enrol in a program or course(s) in future enrolment periods, and
- (b) have the student's academic results withheld (where applicable), and
- (c) not be eligible to graduate (where applicable).

4.4 An international student whose enrolment has been cancelled for non-payment of fees or charges may apply within fourteen (14) days of the notice of cancellation, through Student Central, for reinstatement of the enrolment, provided that the international student or agent pays in full any outstanding amount owing to the University.

4.5 Any enrolment which is reinstated in accordance with item 4.3 will be deemed to have been continuous enrolment.

## B5. Refund of program fees and cancellation charges

Depending on the type of default, the student may be entitled to a full or partial refund of monies paid by the student for the purpose of undertaking the program/s specified in their written agreement with the University.

Where the student has entered into a package of programs which are all delivered by the University, the refund amount will be calculated for each program in accordance with section 5.1, 5.2 or 5.3 – refer to the table below.

Where a commencing student is withdrawing from a program, if the offer has been previously deferred or the agreed start date varied and offer re-issued, the date of the student's acceptance of their original offer will be used to calculate the cancellation charge.

Cancellation charges will be placed on the student's account at the University. Where this results in a balance owing to the University by the student, this debt will remain on the student account.

## 5.1 Award program fees

### a) Commencing student

REASON FOR REFUND	REFUND PAYABLE TO STUDENT
<b>University default</b>	
Where the University is in default (see definition of University default) and an alternative offer has not been accepted	Full refund of unused portion of any prepaid tuition fees
<b>Student default - Visa related</b>	
The student withdraws prior to or fails to start on the agreed start date due to their Student visa application being refused and documentary evidence from the Department of Home Affairs is provided	Refund of any prepaid tuition fees, less a cancellation charge of \$500 or 5 percent (whichever is the lesser)
The student is unable to start on the agreed start date due to their visa not being granted in time and they can provide documentary evidence that: The visa application was submitted at least six weeks prior to the agreed start They have subsequently withdrawn their visa application from the Department of Home Affairs	Refund of any prepaid tuition fees, less a cancellation charge of \$500
<b>Student default - Unable to meet conditions</b>	
The student is unable to meet the conditions as set out in their Conditional letter of offer and it is determined by International Office that the student made a genuine attempt to meet them	Refund of any prepaid tuition fees, less a cancellation charge of \$500
<b>Student default - Withdrawal within 10 days of accepting offer</b>	
The student formally withdraws from the University within 10 working days of accepting their offer and the student has not been granted a Student visa using the CoE provided by the University for that offer.	Refund of any prepaid tuition fees, less a cancellation charge of \$1000
<b>Student default - Fraudulent, incorrect or misleading documentation</b>	
The student has been found to have submitted fraudulent, incorrect or misleading documentation in their application for admission to the University and the University consequently withdraws the offer for admission	No refund
<b>Student default - Other reasons</b>	
The student formally withdraws from the University at least 28 days prior to the agreed start date	Refund of any prepaid tuition fees, less a cancellation charge of \$5000
The student formally withdraws from the University within 27 days of the agreed start date and up until the applicable census date	Refund of any prepaid tuition fees, less a cancellation charge of \$10000
The student formally withdraws from the University after the applicable census date	No refund

### b) Continuing student

REASON FOR REFUND	REFUND PAYABLE TO STUDENT
<b>University default</b>	
The University is in default (see definition of University default) and an alternative offer has not been accepted	Full refund of unused portion of any prepaid tuition fees
The student is excluded from the University for unsatisfactory academic progress.	Full refund of unused portion of any prepaid tuition fees, and refund of incomplete teaching session where student has continued studies pending outcome of show cause and appeal processes.
<b>Student default – Misconduct</b>	

The student is suspended or expelled from the University for student general misconduct or student academic misconduct	No refund for study period in which misconduct occurred. Refund of any prepaid tuition fees, less a cancellation charge of \$500 or 5 percent (whichever is the lesser).
Student default – Other reasons	
The student formally withdraws from the University prior to the applicable census date of their second semester of study	Refund of any prepaid tuition fees, less a cancellation charge of \$5000
The student is discontinued due to no enrolment in their second semester of study	Refund of any prepaid tuition fees, less a cancellation charge of \$5000
The student formally withdraws from the University prior to the applicable census date of their third or any subsequent semester	Full refund of any prepaid tuition fees
The student is discontinued due to no enrolment in their third or any subsequent semester	Full refund of any prepaid tuition fees
The student formally withdraws from the University after the applicable census date	No refund

## 5.2 Non Award student

### a) Commencing student

REASON FOR REFUND	REFUND PAYABLE TO STUDENT
University default	
The University is in default (see definition of University default) and an alternative offer has not been accepted	Full refund of unused portion of any prepaid tuition fees
Student default	
The student withdraws prior to or fails to start on the agreed start date due to their Student visa application being refused and documentary evidence from the Department of Home Affairs is provided	Refund of any prepaid tuition fees, less a cancellation charge of \$500 or 5 percent (whichever is the lesser)
The student formally withdraws from the University at least 28 days prior to the agreed start date	Refund of any prepaid tuition fees, less a cancellation charge of \$500
The student formally withdraws from the University within 27 days of the agreed start date and up until the applicable census date	Refund of any prepaid tuition fees, less a cancellation charge of \$1000
The student formally withdraws after the applicable census date	No refund

### b) Continuing student

REASON FOR REFUND	REFUND PAYABLE TO STUDENT
University default	
The University is in default (see definition of University default) and an alternative offer has not been accepted	Full refund of unused portion of any prepaid tuition fees
Student default	
The student formally withdraws from the University prior to the applicable census date	Full refund of any prepaid tuition fees
The student formally withdraws from the University after the applicable census date	No refund

### 5.3 English Language Program students

REASON FOR REFUND	REFUND PAYABLE TO STUDENT
University default	
The University is in default (see definition of University default) and an alternative offer has not been accepted	Full refund of unused portion of any prepaid tuition fees
Student default	
The student withdraws prior to or fails to start on the agreed start date due to their Student visa application being refused and documentary evidence from the Department of Home Affairs is provided	Refund of any prepaid tuition fees, less a cancellation charge of \$500 or 5 percent (whichever is the lesser)
The student formally withdraws from the University at least 28 days prior to the agreed start date	Refund of any prepaid tuition fees, less a cancellation charge of 25 percent
The student formally withdraws from the University within 27 days of the agreed start date	Refund of any prepaid tuition fees, less a cancellation charge of 50 percent
The student formally withdraws on or after the agreed start date	No refund

### 5.4 Fees and charges which will not be refunded:

- (a) the ELP application fee,
- (b) the Airport Transfer Fee unless the University has received notice of cancellation in writing at least 14 days before the student's stated arrival,
- (c) the cost of books, equipment, and other materials purchased or produced by the University for the student to undertake the program
- (d) all expenses incurred by the University for services provided or arranged for the student that cannot be recovered by the University.

### 5.5 Removal of financial liability in special circumstances

#### 5.5.1 Commencing students - pre census date

The University may choose to refund moneys outside the amounts specified in this policy on the basis of evidence provided by the student that exceptional circumstances beyond the student's control prevented the student from honouring the written agreement.

#### 5.5.2 Commencing students and continuing students – post census date

Commencing students (post census date) and continuing students can request a withdrawal of academic penalty and financial liability in accordance with the Enrolments and Graduations – Procedures.

## B6. Refund of Overseas Student Health Cover (OSHC) fee

6.1 The Department of Home Affairs requires that Student visa holders maintain OSHC for the duration of their Student visa, unless exempted under reciprocal government arrangements. To ensure international students meet this visa condition, the University can accept payment and arrange visa-length OSHC on the student's behalf prior to their commencement. This fee is forwarded to the University's preferred OSHC provider.

6.2 The student may be entitled to a refund of the paid but unused portion of their OSHC premium where the student:

- (a) did not come to Australia;
- (b) ceased to be on a Student visa;
- (c) returned to their home country before the end of their approved stay;
- (d) has discontinued from the University;
- (e) has chosen another OSHC provider; or
- (f) has completed their studies at the University and is returning home.

6.3 Requesting a refund where the University has provided OSHC single cover at no cost to the student:

(a) If the student ceases to be enrolled at the University or their CoE for their University program is cancelled, this will result in the OSHC policy with the University's preferred OSHC provider being cancelled. No refund is payable when cancelling OSHC single cover.

(b) If the student paid additional fees for dual or multi-family cover, organised through the University, the student may be eligible for a refund of any unused portion of their OSHC premium. The refund will be processed by the University as per section B7.

6.4 Requesting a refund where OSHC cover was purchased through the University:

(a) Prior to the student's arrival in Australia, the refund will be processed by the University as per section B7.

(b) If the student is onshore and the University has already arranged cover on the student's behalf, the student will need to contact the OSHC provider directly to request a refund.

6.5 Students who have arranged their own OSHC should consult their provider about refund provisions in the event of cancellation.

## **B7. Remittance of Refund**

7.1 In the case of University default, a refund will be made to the international student or the student's agent by no later than 14 days after the date on which the University defaulted and the student will not be required to make a written request for a refund.

7.2 In the case of student default, an international student who wishes to request a refund of fees and charges paid to the University must complete the 'Application for refund – International student' form and attach any required supporting documents. The form can be found at [www.usc.edu.au/studentforms](http://www.usc.edu.au/studentforms).

7.3 Where payment of a refund has been approved under the Student Fees and Charges – Governing Policy and these procedures, the payment will be made within 28 days of the University receiving the completed application for refund from the relevant international student or the student's agent.

7.4 Where a student's fees have been paid by a sponsor who has entered into a Third Party Contract with the University, the refund will be paid to the sponsor.

7.5 When an amount is refunded to an international student or the student's agent, the University will provide the student or agent with a statement explaining how the refund amount has been calculated.

7.6 A refund of fees and charges in relation to an international student must be made in the same currency in which the fees and charges were paid and be made to the party who entered into the written agreement with the University, unless that person directs the University otherwise in writing.

## **B8. Complaints and appeals**

8.1 A student may request a review of a decision made with respect to fees and charges, including refunds, which must be lodged in writing according to the processes detailed in the Student Grievance Resolution – Governing Policy and associated procedures.

8.2 Availability of the University's complaints and appeal processes does not remove the right of an international student or commencing international student to take action under Australia's consumer protection laws or to lodge an appeal with a relevant external body or to take other legal action.

END

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#### RELATED DOCUMENTS

- Enrolments and Graduation - Procedures
- Student Fees and Charges - Governing Policy
- Student Grievance Resolution - Governing Policy

#### LINKED DOCUMENTS

- Student Fees and Charges - Governing Policy

#### RELATED LEGISLATION / STANDARDS

- University of the Sunshine Coast Act 1998 (Qld)
- Higher Education Support Act 2003 (Cth)
- Education (Overseas Students) Act 2018 (Qld)
- Education Services for Overseas Students (ESOS) Act 2000 (Cth)
- National Code of Practice for Providers of Education and Training to Overseas Students 2018