

International Students - Refund of Fees Procedures

INTRODUCTION

This document sets out the University's refund procedures for tuition fee deposits or tuition fees paid in full by international students studying or intending to study in Australia.

These procedures form part of the University's agreement with each international onshore student (Student Agreement) for the purposes of the University's compliance with the [Education Services for Overseas Students Act 2000](#) (the ESOS Act), the regulations made under the ESOS Act and the [National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2017](#) established under the ESOS Act.

These procedures, the University's [Student Refund Policy](#) and the International Student Agreement do not (nor does the availability of the University's complaints and appeals processes), remove the right of the student to take action under Australia's consumer protection laws.

COMPLIANCE

This is a compliance requirement under the:

- [Higher Education Standards Framework \(Threshold Standards\)](#);
- [Standards for Registered Training Organisations \(RTOs\)](#); and
- [National Code of Practice for Providers of Education and Training to Overseas Students](#)

INTENT

The intent of this document is to set out the University's procedures for deposits and/or tuition fee refunds for international students; the circumstances in which refunds will be authorised or denied; and a timeline for refunds to be made.

The provisions in this document apply to commencing students, continuing students and students who hold an eligible package offer from a nominated University partner institution for the purposes of Streamlined Visa Processing.

RELEVANT DEFINITIONS

In the context of this document

Advanced Standing means an exemption for studying a unit/s where an examination has been passed or experience gained, that can be credited toward current study (also referred to as Recognition of Prior Learning (RPL) or Credit Transfer);

Census date means the last day that a student can notify the University in writing of any changes to their enrolment and complete fee payment for that semester, including applying for a refund of any tuition fees paid;

Commencing student means a student who has just or is just about to, start a course;

Commonwealth Supported Place means a place that is offered to domestic students at an approved Australian higher education provider, where the Commonwealth Government pays a percentage of the value of that place directly to the Provider, the remainder of which must be paid by the student. The student may either pay this remainder up front or may defer payment through HECS-HELP provisions;

Continuing Student means a student who is already enrolled in or has already commenced a course;

ESOS means the [Educational Services for Overseas Students Act 2000](#);

Governance document means a formally approved document that outlines non-discretionary governing principles and intentions, in order to guide University practice. Governance documents are formal statements of intent that mandate principles or standards that apply to the University's governance or operations or to the practice and conduct of its staff members and students they include the Charles Darwin University Act (2003), by-laws, policies, procedures, guidelines, rules, codes and the Enterprise Agreement;

International Student means a student who is a temporary resident (visa status) of Australia; a permanent resident (visa status) of New Zealand; or a resident or citizen of any other country;

OSHC means Overseas Student Health Cover and is insurance to assist international students meet the costs of medical and hospital care that they may need while in Australia. OSHC will also pay limited benefits for pharmaceuticals and ambulance services;

Preclude means to exclude or stop a student from participating in a unit, class or course at the University as a result of disciplinary action;

Special Circumstances means circumstances, which are an exception to the general rule and are beyond the student's control. Examples may include: an inability to obtain a student visa; illness or disability; death of the student or a close family member (parent, sibling, spouse or child); or a political or civil event which prevents the student from accepting an offer of a place;

Streamlined Visa Processing means a Commonwealth Government initiative commenced in March 2012 whereby students with a confirmation of enrolment for an eligible course in a participating university in Australia will generally have reduced evidentiary requirements when applying for a student visa, regardless of their country of origin, as they would be assessed as though they were a lower migration risk;

Student Services and Amenities Fee (SSAF) means a fee that HE providers can charge to HE students for services and amenities of a non-academic nature. At the University, this fee will be calculated based on student enrolment load, and will be capped at a defined amount for each calendar year;

Tuition fee means an agreed amount of money paid by a student for a unit of study towards a course with the University; and

University Default means circumstances where a refund is owing due to an action of the University including:

- The course does not start on the scheduled day;
- The course ceases to be provided at any time after it starts but before it is completed; or
- The course is not provided in full to the student because a sanction has been placed on the University.

PROCEDURES

Refunds – General

Subject to Part 5 of the [ESOS Act](#), the circumstances and the extent to which a refund of tuition fees or amounts paid on account of tuition fees by international students studying in Australia will be made are as follows:

Failure by University to Provide the Course

If the University cancels a course at any time after it starts and does not replace it with an equivalent course while there are students who, at the time of cancellation, have not completed the course within the recommended full-time duration, the University will refund all tuition fees and the Student Services and Amenities Fees that have been paid in advance. Fees paid for the previous semester/s in which the student failed to complete within the recommended full-time duration will not be refunded except in special circumstances.

Withdrawal of offer by the University before Course Commencement

In the event that the University withdraws an offer of a place on a course before the agreed starting date for the course, the University will refund any tuition fees that have been paid in advance plus the Student Services and Amenities Fee. No administration fee will be charged in the case of a University default.

In the circumstances where the University withdraws an offer because the offer was made on the basis of incorrect or incomplete information supplied by the student, and is not considered to be a University default, then the University will refund any tuition fees that have been paid in advance and the Student Services and Amenities Fee less:

- 20% of the tuition fee payment; and
- Any payment made to an agent who recruited the student.

If an offer is withdrawn because the student has failed to meet the requirements of a preliminary qualifying program, refer to the Student Failure to Meet Academic Requirements section below.

Unsuccessful Visa Application

The University will refund any tuition fees that have been paid in advance and the Student Services and Amenities Fee, less a \$400AUD administration fee, if a student's application for a visa is unsuccessful and evidence of the decision is provided to the University.

Student Failure to Meet Academic Requirements

Where a student fails to satisfy course progression requirements or successfully complete a preliminary qualifying program in a particular semester and, for that reason, either:

- The student is precluded from enrolling or re-enrolling in the course for the following semester; or
- The student's candidature is terminated during the following semester.

The University will refund all tuition fees that have been paid in advance for the semester less the Student Services and Amenities Fee.

Fees paid for the previous semester in which course progression or preliminary qualification program requirements were not met will not be refunded.

Withdrawal Due to Special Circumstances

Notwithstanding the above, a notice of withdrawal due to special circumstances may be accepted as grounds for either a total or partial refund of tuition fees, subject to the provision of acceptable documentary evidence (such as an authorised medical practitioner's certificate or a statutory declaration) in support of the refund application. Special circumstances for this purpose may include:

- Illness or disability;
- Death of the student or a close family member (parent, sibling, spouse or child); or
- Political or civil event that prevents the student from accepting an offer of a place.

Partial Refund

Withdrawal by the Student before Commencement (more than four (4) weeks' notice)

Where a student provides written notice of withdrawal from a course at a minimum of four (4) weeks or more prior to course commencement, a refund of fees paid will be made, less:

- 20% of the tuition fee payment; and
- Any payment made to an agent who recruited the student.

Withdrawal by the Student before Commencement (less than four (4) weeks' notice)

Where a student provides written notice of withdrawal from a course at less than four (4) weeks prior to course commencement, a refund of fees paid will be made, less:

- 30% of the tuition fee payment; and
- Any payment made to an agent who recruited the student.

Withdrawal by the student within the first four (4) weeks of commencement

Where a student provides written notice of withdrawal from a place in a course within the first four (4) teaching weeks after semester commencement, a refund of fees paid will be made, less:

- 50% of the tuition fee payment;
- Any payment made to an agent who recruited the student; and
- The Student Services and Amenities Fee.

No Refund

Student becoming Subject to Disciplinary Action – ongoing

If a student is suspended or otherwise precluded from taking further part in a course, either for a specific period or an indefinite period, as a result of disciplinary action taken under the University's governing documents, fees paid by the student (including but not limited to tuition fees paid in advance at the time of the suspension) will not be refunded.

Student becoming Subject to Disciplinary Action – final

If a student is precluded from taking further part in a course, as a result of disciplinary action taken under the University's governing documents, fees paid by the student (including but not limited to tuition fees paid in advance at the time of the preclusion) will not be refunded.

Withdrawal by the Student after the first four weeks of Commencement

Where a student provides written notice of withdrawal from a course after the first four (4) teaching weeks of semester commencement, fees paid by the student (including but not limited to tuition fees paid in advance) will not be refunded.

Students who are granted Advanced Standing

Where a student, after paying fees for the semester, applies for and is granted Advanced Standing, fees paid by the student (including but not limited to tuition fees paid in advance at the time of the preclusion) will **not be refunded**. Instead, the amount will be credited towards the student's next semester's fees.

Students who are approved to Change Course

Where a student, after paying fees for the semester, applies for and is granted approval to change course in which the student has been accepted or enrolled, and where the tuition fee for the new course is lower than the tuition fee for the original course, the difference in fees **will not be refunded**. Instead, the amount will be credited towards the student's next semester's fees.

Students who Transfer to another Institution within Australia

If a student applies to, and is accepted by, another institution within Australia after arrival at the University, or part way through the course of study at the University, any refund paid by the University under this policy will be transferred to the new institution. Fees will not be refunded directly to the student.

International Higher Education Students who obtain Permanent Residency in Australia prior to Census Date

An international student who is granted permanent resident status in Australia will be given the option of a Commonwealth-supported place or paying the full fee that applies to domestic students, where there are places available. Permanent residency is recognised from the date stamped on the student's passport, not the date on which the application for status is made. For international students who have:

- Obtained permanent residency by the census date; and
- Been enrolled as a Commonwealth Supported Student under the [Higher Education Support Act 2003](#); or
- Has made arrangements with the University to pay fees as a domestic student.

The University will refund any tuition fees paid for the semester in which permanent residency was recognised, less:

- Any payment made to an agent who recruited the student, if that payment relates to the semester in which permanent residency was recognised; and
- The Student Services and Amenities Fee.

International Higher Education Students who obtain Permanent Residency in Australia after Census Date

If the student obtains permanent residency after the census date for the semester, the student will be classified as an international student for the remainder of that semester. The student will be liable to pay the tuition fees applicable to international students for that semester. From the following semester, the student will be classified as a permanent resident and will be liable to pay for a Commonwealth-supported place or full fees applying to domestic students, if the student continues to study under either of those arrangements.

International Vocational Education and Training (VET) Students who obtain Permanent Residency in Australia

Where an international student enrolled in a Vocational Education and Training course is granted permanent residency in Australia, the University will refund tuition fees on a pro-rata basis from the date that permanent residency is recognised, less any payment made to an agent who recruited the student, if that payment relates to the semester in which permanent residency was recognised.

Application Process and Payment of Refund

The student must submit an International Student Refund Form with supporting documentation attached, and submit to the Manager, International Admissions via email at international@cdu.edu.au or submit a hard-copy form at the Office of International Services, Casuarina campus. An application will not normally be accepted if it is lodged later than twelve (12) months from the end of the relevant semester.

Refund due to Provider Default* (where University withdraws offer before commencement or fails to provide the course)

[*Does not include circumstances where the offer is withdrawn due to incorrect or incomplete information supplied by the student].

The University will pay the refund due within fourteen (14) days of the provider default (the date the course was due to begin, or the date the University ceases to provide the course).

Refund due to Student Default with Visa Refused

The University will pay the refund due within twenty-eight (28) days of the student default (the date the student requests a refund providing evidence of the visa refusal, or the date the student was due to begin the course, whichever is earlier).

Refund due under all Other Circumstances*

[*Does not include circumstances where the University withdraws an offer before course commencement, failure by the University to provide the course, or student withdrawal due to visa refusal as above].

Refunds will be paid within twenty-eight (28) days of the date the student lodges the completed International Student Refund Form.

Refunds will be paid via electronic funds transfer (EFT) and will be paid in Australian dollars only. If the receiving bank does not accept Australian dollars, the refund will be paid in US dollars. The student accepts the risk of currency fluctuations or banking transaction fees, which may affect the final refund amount.

Refunds will be paid to the same account as was used to make the original payment unless the student authorises a transfer to a third party or the student is transferring to another institution in which case

payment is made directly to the institution. Payments made by credit card can only be transferred back to the original credit card account.

Where a third party such as a sponsoring body or scholarship agency pays the student's fees, any refund will be paid to the third party.

Any Overseas Student Health Cover (OSHC) will be refunded if the student's payment has not already been sent by the University to Allianz otherwise the student will be responsible for applying directly to Allianz for the refund.

Appeals

If the international student is not satisfied with any decision by the Manager, International Admissions or believes the decision was not made in accordance with this document, he or she should contact the University's Complaints Management Unit within twenty (20) days of notification of a decision, to make a complaint or lodge an appeal according to the [Students - Administrative Complaints Procedures](#).

If the international student is not satisfied with the final outcome of the appeal, he or she may refer the matter to an external organisation such as:

- The Northern Territory Ombudsman;
- The Administrative Appeals Tribunal (Commonwealth); or
- A lawyer.

ESSENTIAL SUPPORTING INFORMATION

Internal

[International Student Policy](#)

International Student Refund form (contact Office of International Services)

[Students - Administrative Complaints Procedures](#)

Student Agreement (contact Office of International Services)

[Student Refund Policy](#)

External

[Competition and Consumer Act 2010](#) (Commonwealth)

[Education Services for Overseas Students Act 2000](#) (Commonwealth)

[Higher Education Support Act 2003](#) (Commonwealth)

[National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007](#) (Commonwealth)

Tuition Protection Scheme

Document History and Version Control

Last amendment:	15 Dec 2017	Next Review:	Nov 2016
Sponsor:	Deputy Vice-Chancellor, Global Strategy and Advancement		
Contact Officer:	Manager International Admissions, OIS		

Version	Date Approved	Approved by	Brief Description
1.00	15 Nov 2009	Vice-Chancellor	Creation of original document and upload to CDU website.
2.00	27 Jun 2012	Vice-Chancellor	Major review of document in line with current legislation
3.00	31 Oct 2012	Vice-Chancellor	<ul style="list-style-type: none"> • Removed references to Section 29 of the ESOS Act and replaced with Part 5 • Included a \$200AUD administration fee to applications for refund • Added link to International Student Refund form • Added complaints and appeals process • Updated hyperlinks • Changed name from Refund of Fees for International Students Procedures to International Students – Refund of Fees Procedures in line with other international documents. • Change of refund method. • Change length of time for student refund. • Addition of new definitions.
3.01	15 Jul 2013	Governance	<ul style="list-style-type: none"> • Assigned document number • Converted document to current template • Updated and added hyperlinks • Minor changes to wording, grammar and formatting
4.00	5 Nov 2014	Vice-Chancellor	<ul style="list-style-type: none"> • Document amended to reflect an increase to the non-refundable portion of fees payable in the event of transfer or visa refusal • Removal of \$200AUD administration fee to applications for refund • Overseas Student Health Cover (OSHC) now provided by Allianz
4.01	15 Dec 2017	Governance	<ul style="list-style-type: none"> • Converted document into new template • Updated definitions • Updated hyperlinks • Amended University’s Office of Leadership and Organisational Culture (OLOC) to University’s Compliant Management Unit • Added sponsor, Deputy Vice-Chancellor, Global Strategy and Advancement