

**WESTERN SYDNEY**  
UNIVERSITY



# Fees and Refund Agreement

MARCH 2022

# INTERNATIONAL STUDENT FEES & REFUND AGREEMENT

(EFFECTIVE MARCH 2022)

## PART 1 – SCOPE, PURPOSE AND DEFINITIONS

### SCOPE AND PURPOSE

1. The terms and conditions of this Agreement apply to all international students who accept an offer of enrolment to a program of study registered by Western Sydney University (the University) in the **Commonwealth Register of Institutions and Courses for Overseas Students** (CRICOS).
2. This Agreement applies to:
  - programs registered with CRICOS by the University (CRICOS provider number 00917K) and which are delivered by the University or its partner institutions.
  - preliminary programs (ELICOS, Foundation or Diploma program) packaged with principal programs registered under 00917K.

2.1. This agreement does not apply to students who accept a standalone (non-packaged) English language program offered by Western Sydney University The College (CRICOS 02851G). Please refer to the **English Language Programs Cancellation and Refund Agreement** for the terms and conditions of the English language program.
3. This Agreement, and the availability of complaints and appeals processes, does not remove your right to take action under Australia's consumer protection laws (ESOS National Code 2018, Standard 3.4.5) as well as your right to pursue other legal remedies.
4. This Agreement should be read in conjunction with:
  - 4.1. **ESOS Legislative Framework** and the **Education Services for Overseas Students (Calculation of Refund) Specification 2014** legislative instrument;
  - 4.2. The following University policies (see the **University's View Policies A - Z** to view or download):
    - Admissions Policy;
    - Enrolment Policy;
    - Student Fees Policy; and
    - Progression and Unsatisfactory Academic Progress Policy.
5. This Agreement is provided in accordance with the ESOS Act and the ESOS National Code. This written agreement, and the right to make complaints and seek appeals of decisions and action under various processes, does not affect the rights of the student to take action under the *Australian Consumer Law* if the *Australian Consumer Law* applies.

### DEFINITIONS

For the purpose of this Agreement, the following definitions apply:

<b>Agreed starting day</b>	The first day of a program shown on the CoE. The first day of any subsequent teaching session. If a student is unable to start on the agreed starting day due to circumstances beyond their control and notify the University in writing, a new agreed starting day may be negotiated. The University will inform the student in writing of a new agreed starting day in such circumstances. <b>NB:</b> This definition is the equivalent to the "agreed starting day" for the purpose of the ESOS Act.
<b>Census date</b>	The official deadline for finalising enrolment for the teaching session. The census dates for all teaching sessions are available at the University's <b>Important Dates webpages</b> .
<b>Commencing student</b>	A student intending to enrol in a program at the University in their first teaching session.
<b>Confirmation of enrolment (CoE)</b>	The CoE provides evidence of a student's enrolment with a provider registered on the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS). This evidence is required before Immigration will issue a student visa. The CoE contains information about the Provider, agent (if involved), program and duration of study in which the student has enrolled.
<b>Continuing student</b>	A student enrolled in a program at the University who has completed at least one teaching session of study in a full time study load (or approved reduced study load), and who is eligible to continue into a subsequent teaching session and who meets the enrolment requirements of clause 16 of the Enrolment Policy.
<b>Commencement date</b>	The agreed start day of a program or session. The day when the program of study starts as identified as the "proposed start date" on your CoE. The dates for all teaching sessions are available at the University's <b>Important Dates webpages</b> .
<b>CRICOS</b>	The Commonwealth Register of Institutions and Courses for Overseas Students.
<b>Deferment</b>	An Agreement between the student and the University permitting the student to commence a program of study after the date shown on the original CoE.
<b>Due date</b>	The date that international fees are due to be paid. For each study session this is the advertised commencement date of the session. For a program, the due date is the proposed starting date shown on the CoE.
<b>ESOS Act</b>	Education Service for Overseas Students Act 2000 (Cth).
<b>Exceptional circumstances</b>	Circumstances that involve something exceptional, compelling or compassionate that has affected a student and the cause of which was outside the student's control.
<b>Full-time study load</b>	Unless otherwise specified, 0.5 Equivalent Full-Time Student Load (EFTSL) or 40 Credit Points of study in a half calendar year or 20 credit points in a Quarter or an Equivalent Full-Time Student Load at a partner institution.

<b>International Student</b>	An international student means a student who is not: → An Australian citizen; → A New Zealand citizen; → The holder of an Australian Permanent Resident Visa; or → The holder of a permanent humanitarian visa.
<b>Letter of Offer</b>	A letter or email issued by the University which sets out the offer being made to a student, including but is not limited to an Offer of Admission, a Package Offer of Admission, or a Conditional Offer of Admission.
<b>Non-packaged student</b>	A student undertaking a stand-alone University program of study that is not part of a pathways package approved by the University.
<b>OSHC</b>	Overseas Student Health Cover.
<b>Packaged student</b>	A student who has accepted a Package Offer of Admission to undertake up to three preliminary programs packaged with a principal University program of study.
<b>Partner institutions</b>	A Partner Institution includes the following: → Western Sydney University The College (CRICOS 02851G) → Western Sydney University International College (CRICOS 03663C), → Sydney Institute of Business and Technology (SIBT) CRICOS 01576G for programs offered at Western Sydney University, Sydney City Campus.
<b>Preliminary program(s)</b>	Programs undertaken by packaged students which are prerequisites to the principal program at the University, such as ELICOS, Foundation or Diploma program. A separate CoE is provided for each preliminary program.
<b>Principal program</b>	The main program of study at the University for a packaged student; the program for which the student visa is issued.
<b>Re-enrolment</b>	A process undertaken by continuing students prior to each teaching session which involves selecting subjects of study and paying tuition fees.
<b>Release</b>	Release is permission by the university for a student visa holder to transfer to another education provider before the end of the first six months of the principal program. Release can be granted only in limited circumstances as explained by Standard 7 of the ESOS National Code.

<b>Student default</b>	A student default occurs in relation to a program in the circumstances set out in section 47A(1) of the ESOS Act, including where: → The student fails to start the program during the agreed starting period; → The student withdraws from the program either before or after the agreed starting period; → The University refuses to provide the program to the student because: – The student failed to pay tuition fees as directed by the University; – The student breached a visa condition; or – The student is suspended, excluded or expelled from the University following a finding of misconduct. It is noted that “agreed starting period” in this Agreement is the equivalent to “agreed starting day” under the ESOS Act.
<b>Teaching session</b>	A specified period of teaching for subjects in a program set by the University. Teaching sessions will vary between programs of study. The dates for all teaching sessions are available at the University’s <b>Important Dates webpages</b> .
<b>Tuition fees</b>	Fees received by the University: → Either directly or indirectly from a commencing student or continuing student; → From another person who pays the money on behalf of a commencing student or continuing student that are directly related to the provision of a program that the University is providing, or offering to provide, to the student, including any amount paid to the University in order to undertake the program. NB: This definition is the equivalent to section 7 of the ESOS Act and clause 7 of the ESOS Regulations 2019.
<b>Tuition Protection Service</b>	An initiative of the Australian Government to assist international students whose education providers are unable to fully deliver their program of study, in effect from 1 July 2012.
<b>University default</b>	A University default occurs in relation to a program in the circumstances set out in section 46A(1) of the ESOS Act, including where: → The University fails to provide the program to the student at the location at the commencement date; or → After the program starts but before it is completed, the program ceases to be provided to the student at the location and the student has not withdrawn from the program before the date of the University default. It is noted that “agreed starting period” in this Agreement is the equivalent to the “agreed starting day” under the ESOS Act.
<b>Unused tuition fees</b>	Tuition fees paid for study periods when no education was consumed.

## PART 2 – ENROLMENT AND FEES

### ENROLMENT CONDITIONS

6. As a condition of your enrolment at the University, you agree to:
- 6.1 Pay all your tuition fees in accordance with this Agreement or as directed by the University to maintain your enrolment and CoE. You are responsible for keeping a copy of receipts of any payments of tuition fees or non-tuition fees.
- 6.2 Complete your enrolment by the agreed starting day for each of your sessions. You acknowledge that if you fail to do so, the University is required by law to notify Immigration by cancelling your CoE. This may lead to the cancellation of your student visa.
- 6.3 Commence your program of study on the commencement date set out in your Letter of Offer and CoE. You acknowledge that if you fail to do so and have not been approved for a deferment of your program of study:
- your offer of admission will lapse;
  - your CoE will be cancelled;
  - you may be required to lodge a new application for admission to the University; and
  - you may incur additional fees.
- 6.4 Apply to International Admissions in writing no later than the agreed start date shown on your offer letter and CoE if you wish to defer your studies and provide evidence of compelling or compassionate grounds for the deferral (**National Code Standard 9**). In these circumstances, you agree to follow the procedure prescribed in the University's Enrolment Policy and Admissions Policy. Note: some quota programs prohibit deferment, in which case you will need to apply and be assessed again for admission in the next available study period. Consult the **online handbook** for your program.
- 6.5 Ensure that your study load in every teaching session will enable you to complete your program of study within your current visa period.
- a) If you enrol in less than a full-time study load you will have to seek approval for the reduced study load – see "**Completion within allowable time period – student visa holders**".
  - b) If you enrol in and pay for a subject but then withdraw from it without approval the unused tuition fees will not be refundable if you subsequently resign from your program.
  - c) If you withdraw from a subject you have already paid for with the University's approval, the unused tuition fees will be held in credit until the next study session and will not be refunded unless you resign from the program.
  - d) If you defer your program or take a leave of absence from a subject you have already paid for with the University's approval, the unused tuition fees will be held in credit until the next study session and will not be refunded unless you resign from the program.
7. If you do not enrol in your compulsory study session by the agreed starting day and have not been granted deferral or leave of absence, you will be regarded as having abandoned your program. You acknowledge that in these circumstances the University will cancel your CoE without further notice. The cancellation of your CoE may lead to the cancellation of your student visa by Immigration.
- 7.1 If you are a continuing student, we will give you 20 working days' notice of our intention to cancel your enrolment and CoE for non-payment of fees. You will be able to appeal within the 20 working day notice period.
- 7.2 If you do not appeal and do not pay your tuition fees by the census date, your enrolment and subsequently your CoE will be cancelled. You will have to reapply to study again at the University. You will remain liable for any outstanding debt due to the University.

### FEES

8. You accept and agree that all tuition fees must be received in Australian dollars.
9. All tuition fees must be paid directly to the University. Payment methods are detailed on the University's **International Payment Methods** webpages.
- 9.1 Do not pay your tuition fees to anyone other than the University.
- 9.2 If someone other than you is paying your tuition fees, it is your responsibility to ensure they make their payment directly to the University. Otherwise, you risk being a victim of fraud and you may not be able to recover those tuition fees. If anyone asks you to pay your tuition fees to anyone other than the University, please call or email the University immediately for assistance.
10. It is your responsibility to pay your tuition fees on time in accordance with the due date set by the University.
11. The University reserves the right to increase tuition fees each year.

You can view the annual international student tuition fee for each program at the **University's International fees and costs webpages**. Tuition fees are charged at the applicable rate set for the calendar year of the program Census date.

### COMMENCING STUDENTS

12. You accept that, unless otherwise specified in your Letter of Offer, you will not receive your CoE until you have first paid to the University:
- 12.1 half the annual program tuition fees for your principal program of which \$5000 is a non-refundable deposit;
  - 12.2 the Overseas Student Health Charge (if applicable) for the duration of your student visa; and
  - 12.3 any other fees as prescribed by the University, such as fees for any preliminary program/s in a package and the Student Services & Amenities Fee (SSAF), as specified in your Letter of Offer.
13. You accept and agree that you are not eligible for a payment plan or extension of time to pay tuition fees under any circumstances.
14. If you are a packaged student, you agree to pay the University a non-refundable deposit towards your principal program as specified in your offer letter. The non-refundable deposit for your principal program shall be applied only towards your principal program of study at the University. You acknowledge that your deposit will not be refunded other than in the circumstances set out in this Agreement. The deposit must be paid before the University will issue your CoE.

**Important:** The University assesses international applicants against Genuine Temporary Entrant and Genuine Student requirements as defined in Ministerial Direction 69 issued by Immigration. The University is obliged to safeguard against applicants who are not genuine and will not refund your deposit except in circumstances set out in this Agreement. You will not be eligible for a refund if you transfer to another institution without meeting the requirements of a release in accordance with Standard 7 of the National Code 2018. You acknowledge and agree that your non-refundable deposit of \$5000 will be credited towards your tuition fees for your principal program.

### CONTINUING STUDENTS

15. You agree that it is a condition of your continued enrolment at the University that you pay all tuition fees in full by the due date.
16. If you do not pay your tuition fees by the due date the University will cancel your enrolment, in accordance with the **Enrolment Policy's relevant clauses (29-30)**, unless you apply for and are granted an extension of time to pay in accordance with the procedure set out in the **Student Fees Policy (Part C)**.

## PART 3 – REFUNDS

### OVERVIEW AND PROCESS OF OBTAINING REFUNDS

17. If you are eligible for a refund of any tuition fees paid to the University under this Agreement, you may apply for a refund by completing and submitting the **Request for Fee Refund - International Students Only form** to Student Services Hub.
18. Applications for refunds are assessed strictly in accordance with the terms of this Agreement.
19. If approved, refunds are paid only for unused tuition fees,
- 19.1. in Australian dollars.
  - 19.2 to the student who paid the tuition fees or to the person or entity, such as an official sponsor or the parent/guardian of an under-18 student, who originally paid the fees to the University. Additional information on sponsored students' fees are provided in the **Student Fees Policy**.
20. All withdrawals from subjects and resignation from programs are subject to the prescribed University timelines and penalties. See policies on **Admissions, Enrolments and Student Fees**.

### REFUND WHERE THE UNIVERSITY DEFAULTS OR OFFER IS WITHDRAWN

21. The Tuition Protection Service (TPS) is an initiative of the Australian Government to assist international students whose education providers are unable to fully deliver their program of study and are unable to pay a refund or secure a place at another education provider for a displaced international student. **TPS provides extensive information for international students**.
22. In the unlikely event of a University default, or that your offer of a place is withdrawn, you are entitled to a refund of all unused tuition fees.

- 23.** If the University offers you a place in another program of study, you may accept that offer, rather than apply for a refund.
- 23.1** Any fees already paid including any deposit will be credited towards tuition fees payable for that other program of study.
- 23.2** If there is a higher cost for the program in your new offer, the difference in fees must be payable by the accepting student prior to the commencement period.

#### **REFUND WHEN STUDENT VISA IS NOT GRANTED**

- 24.** If your student visa is refused by Immigration, the lesser of \$500 or 5% of unused tuition fees paid to the University will be retained and all other program fees will be refunded. If you have paid your OSHC directly to the University, the University will process your OSHC refund. Otherwise, you will have to claim a refund directly from your OSHC provider.
- 25.** If you withdraw your application for a student visa after you accept an offer from the University but before your student visa is granted, or you hold a visa that is not facilitated by the University, or you request a voluntary student visa cancellation from Immigration and your request is granted, you may apply for a refund of all tuition fees paid. The University is entitled to withhold the lesser of \$500 or 5% of prepaid fees as an administration fee for processing your application. Your fees for the preliminary programs will be calculated according to the Summary of Refunds table. You will be required to provide evidence of the withdrawal of your student visa application or voluntary visa cancellation when you apply for a refund under this clause.

#### **REFUND WHERE STUDENT DEFAULTS**

- 26.** If you do not commence your program of study on the commencement date, and you have not previously withdrawn from your program of study with approval from the University, entitlement to a refund will be calculated in accordance with this Agreement, if you apply for one. For that purpose, the date of your inactive withdrawal will be considered to be on the day of the program commencement date.
- 27.** If you are a packaged student and you withdraw from your program(s) of study, your entitlement to a refund is determined by the notice period you give and your visa status – see clause 12.1 and Summary of Refunds table.
- 28.** If you are a non-packaged student with an approved student visa and you withdraw from your principal program of study before the due date of your first teaching session, you may be entitled to a refund of any unused tuition fees, except that the University will retain the non-refundable deposit of \$5,000 – see clause 12.1 and Summary of Refunds table.

#### **REFUND WHERE STUDENT OBTAINS PERMANENT RESIDENCY**

- 29.** If your visa status changes to Permanent Resident before the census date of a teaching session you may be entitled to a refund of fees in certain circumstances in accordance with the **Student Fees Policy, Part D**. Any entitlement to a refund will be calculated from the date that you inform the University of your change in status. Please note that if you supply your documentation after the census date the change of status to Permanent Resident will apply from the next enrolled session

#### **NO REFUND**

- 30.** You are not entitled to a refund of any unused tuition fees if:
- 30.1** Immigration cancels your visa for any reason after Census date;
- 30.2** Any documents or information submitted by you or on your behalf as part of your application for admission are found, after you accepted your offer, to be fraudulent;
- 30.3** You are suspended, excluded or expelled from the University following a finding of misconduct;
- 30.4.** You withdraw from a program of study after the census date in any teaching session, including preliminary programs for packaged students, no refund will be given for unused tuition fees for that session. Other unused future tuition fees will be refundable in accordance with the terms of the Agreement;
- 30.5.** Your enrolment is cancelled by the University due to your failure to pay your tuition fees by the due date (including if you are granted an extension of time). Partial payments will be retained against the outstanding debt;
- 30.6.** You withdraw from a subject of study for which tuition fees have been paid, but without approval to reduce your study load, and then subsequently withdraw from a program of study.
- 31.** Packaged students are not entitled to claim a refund for the non-

refundable deposit paid towards their principal program in the package except as set out in this Agreement – see clause 12.1.

#### **UNUSED TUITION FEES**

- 32.** You may be entitled to a refund of any unused portion of paid tuition fees if:
- 32.1.** upon completion of the requirements of your program of study, you have a credit balance of tuition fees; or
- 32.2.** you fail to meet the University's academic progression rules and are subsequently excluded from your program of study.
- 32.3.** you are a continuing student and you withdraw before the Census date, unused fees will remain in your student account to be credited against subsequent enrolment sessions, unless you subsequently withdraw from your program of study.
- 33.** If you withdraw from a subject of study with the University's approval, any portion of unused paid tuition fees will be credited towards another subject of study available in the same program.
- 34.** If you withdraw from your program of study, you will only be entitled to a refund for subjects where you first obtained approval to reduce your study load before withdrawing from the subject of study to which the credit applies.
- 35.** If you are a packaged student and you do not successfully complete the entry requirements for the principal program of your package offer, you can apply for a deferred commencement for the next intake of the program of study. This will enable you to complete the preliminary program to satisfy the University entry requirements. You acknowledge that you cannot use the deposit applied to your principal program to cover tuition fees for preliminary programs to satisfy entry requirements. Your non-refundable deposit will be held in credit and applied towards your principal program of study unless you resign from the program. See clause 12.1, 27, 32 and Summary of Refunds table.
- 36.** Application for a refund MUST be submitted within 12 months from withdrawal date.

#### **REFUND OF UNUSED OSHC**

- 37.** You accept and agree that after commencement of your studies you must make your own arrangements to apply for a refund of any OSHC directly with the OSHC provider.

#### **REFUNDS IN EXCEPTIONAL CIRCUMSTANCES**

- 38.** The University may consider an application for a refund in circumstances other than those set out in this Agreement only if you can demonstrate and provide evidence of compassionate or compelling circumstances beyond your control.
- 39.** The University reserves the right to require you to comply with its reasonable requests in relation to the provision of sufficient evidence to demonstrate exceptional circumstances. This may include, but is not limited to, documentation from a medical practitioner, counsellor or other health professional.
- 40.** If your application for a refund in exceptional circumstances is refused, you may apply for a review of that decision to the Pro-Vice Chancellor (International) or their nominee within 10 working days of the notification of the decision.

**SUMMARY OF REFUNDS OF TUITION FEES**  
(Refund Agreement clause reference in brackets)

<b>COMMENCING STUDENTS</b>			
<b>PRE-COMMENCEMENT</b>		<b>NON-REFUNDABLE AMOUNT</b>	
Notice of Resignation or withdrawal	Visa Status	Principal program	Preliminary program (packaged with a Principal program)
Before commencement program date	Student visa application is refused (24)	The lesser of \$500 or 5% of tuition fees paid towards the principal program	All pre-paid fees are refunded.
Notice of more than 4 weeks before commencement program date	Student visa has not been granted (25) or	The lesser of \$500 or 5% of tuition fees paid towards the principal program	30% of preliminary program fees
	Student visa application withdrawn before the visa is granted (25) or		
	Student is holding a visa not facilitated via a CoE issued by the University (25)		
	Student visa has been granted using a CoE issued by the University (27, 28)	\$5,000 non-refundable deposit	
Notice of less than 4 weeks before commencement program date	Student visa has not been granted (25) or	The lesser of \$500 or 5% of tuition fees paid towards the principal program	60% of preliminary program tuition fees
	Student visa application withdrawn before the visa is granted (25) or		
	Student is holding a visa not facilitated via a CoE issued by the University (25)		
	Student visa has been granted using a CoE issued by the University (27, 28)	\$5,000 non-refundable deposit	
Admission was obtained based on fraudulent or misleading documents or information	All visa status (30.2)	All pre-paid fees are retained	All pre-paid fees are retained
<b>POST-COMMENCEMENT</b>		<b>NON-REFUNDABLE AMOUNT</b>	
Notice of Resignation or withdrawal	Visa Status	Principal program	Preliminary program (packaged with a Principal program)
After the commencement date but before the Census date	Student visa has not been granted (25) or	The lesser of \$500 or 5% of tuition fees paid towards the principal program	75% of preliminary program tuition fees
	Student visa application withdrawn before the visa is granted (25) or		
	Student is holding a visa not facilitated via a CoE issued by the University (25)		
	Student visa has been granted using a CoE issued by the University (27)	\$5,000 non-refundable deposit	
	Resignation based on withdrawal from less than full time load enrolment without approval (6.5.b)	All unused tuition fees retained	N/A

<b>CONTINUING STUDENTS</b>	
<b>CONTINUING STUDENT</b>	<b>NON-REFUNDABLE AMOUNT</b>
Notice of Resignation or withdrawal	
After commencing the second or subsequent study session of a program but before its census date (32.3)	All unused fees are refunded
After the census date of a program (30.4)	All fees for that study session are retained
Student visa is cancelled (30.1)	All fees are retained
Student is excluded by the University (30.3)	All fees are retained
Fees in credit after program completion (32.1)	All unused fees are refunded

**CONTACT INFORMATION**

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Western Sydney University  
CRICOS Provider 00917K

March 2022



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