

WESTERN SYDNEY
UNIVERSITY



Fees and Refund Agreement

MAY 2021

FEES AND REFUND AGREEMENT

(EFFECTIVE 20 MAY 2021)

PART 1 – SCOPE, PURPOSE AND DEFINITIONS

SCOPE AND PURPOSE

- The terms and conditions of this Agreement apply to all international students who:
 - accept an offer of enrolment to a course of study at Western Sydney University (the University); or
 - are enrolled in a course of study at the University.
- This Agreement applies to courses registered with CRICOS by the University (CRICOS provider number 00917K) and which are delivered by the University or its partner institutions.
- 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, Standard 3.4.5) as well as your right to pursue other legal remedies.
- This Agreement should be read in conjunction with:
 - ESOS Legislative Framework ([click here](#) to view or download)
 - The University's obligations under the Simplified Student Visa Processing framework;
 - The following University policies ([click here](#) to view or download):
 - Admissions Policy;
 - Enrolment Policy;
 - Student Fees Policy; and
 - Progression and Unsatisfactory Academic Progress Policy.
- This Agreement is provided in accordance with the ESOS Act and the ESOS National Code.

DEFINITIONS

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

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| Agreed starting period | The first day of a course 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. NB: This definition is the equivalent to the "agreed starting day" for the purpose of the ESOS Act. |
| Census date | The official deadline for finalising enrolment for the teaching session. The census dates for all teaching sessions are available here . |
| Commencing student | A student intending to enrol in a course at the University in their first teaching session. NB: A commencing student may also be either an "intending overseas student" or an "overseas student" for the purpose of the ESOS Act. |
| Confirmation of Enrolment (CoE) | 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 DHA will issue a student visa. The CoE contains information about the Provider, agent (if involved), course and duration of study in which the student has enrolled. |

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| Continuing student | A student enrolled in a course at the University who has completed at least one teaching session of study and who is eligible to continue into a subsequent teaching session and who meets the enrolment requirements of clause 16 of the Enrolment Policy. NB: This definition is the equivalent to the "overseas student" for the purpose of the ESOS Act. |
| Course commencement date | The agreed start day of a course or session. The day when the course of study starts as identified as the "proposed start date" on your CoE. The dates for all teaching sessions are available here . |
| CRICOS | The Commonwealth Register of Institutions and Courses for Overseas Students. |
| Deferment | An Agreement between the student and the University permitting the student to commence a course of study after the date shown on the original CoE. |
| Due date | 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 course, the due date is the proposed starting date shown on the CoE. |
| ESOS Act | <i>Education Service for Overseas Students Act 2000</i> (Cth). |
| Exceptional circumstances | Circumstances that involve something exceptional, compelling or compassionate that has affected a student and the cause of which was outside the student's control. |
| Full-time study load | 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. |
| International Student | An international student means a student who is not: <ul style="list-style-type: none"> → An Australian citizen → A New Zealand citizen → The holder of an Australian Permanent Resident Visa; or → The holder of a permanent humanitarian visa. |
| Letter of Offer | 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. |
| Non-packaged student | A student undertaking a stand-alone University course of study that is not part of a pathways package with Western Sydney College or any another provider. |
| OSHC | Overseas Student Health Cover. |
| Packaged student | A student who has accepted a Package Offer of Admission to undertake up to three preliminary courses packaged with a principal University course of study. |
| Preliminary course(s) | Courses undertaken by packaged students which are prerequisites to the principal course at the University. A separate CoE is provided for each preliminary course. |
| Principal course | The main course of study at the University for a packaged student, for which the CoE and student visa is issued. |

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| Re-enrolment | A process undertaken by continuing students prior to each teaching session which involves selecting units of study and paying tuition fees. |
| Simplified Student Visa Processing (SSVF) | A visa processing system introduced on 1 July 2016. Evidentiary requirements for visa grants are assessed on the basis risk rating applied to both prospective students and education providers. |
| Student default | <p>A student default occurs in relation to a course in the circumstances set out in section 47A(1) of the ESOS Act, including where:</p> <ul style="list-style-type: none"> → The student fails to start the course during the agreed starting period; → The student withdraws from the course either before or after the agreed starting period → The University refuses to provide the course to the student because: <ul style="list-style-type: none"> - 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. <p>It is noted that “agreed starting period” in this Agreement is the equivalent to “agreed starting day” under the ESOS Act.</p> |
| Teaching session | A specified period of teaching for units in a course set by the University. Teaching sessions will vary between courses of study. The dates for all teaching sessions are available here . |
| Tuition fees | <p>Fees received by the University:</p> <ul style="list-style-type: none"> → 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 <p>that are directly related to the provision of a course that the University is providing, or offering to provide, to the student, including any amount received for OSHC and any other amount paid to the University in order to undertake the course.</p> <p>NB: This definition is the equivalent to section 7 of the ESOS Act.</p> |
| Tuition Protection Service | An initiative of the Australian Government to assist international students whose education providers are unable to fully deliver their course of study, in effect from 1 July 2012. |
| University default | <p>A University default occurs in relation to a course in the circumstances set out in section 46A(1) of the ESOS Act, including where:</p> <ul style="list-style-type: none"> → The University fails to provide the course to the student at the location at the commencement date or → After the course starts but before it is completed, the course ceases to be provided to the student at the location <p>and the student has not withdrawn from the course before the date of the University default.</p> <p>It is noted that “agreed starting period” in this Agreement is the equivalent to the “agreed starting day” under the ESOS Act.</p> |
| Unused tuition fees | Tuition fees paid by a student to the University and that are repayable to the student in any of the circumstances set out in this Agreement. |

PART 2 – ENROLMENT AND FEES

ENROLMENT CONDITIONS

7. As a condition of your enrolment at the University, you agree to:
 - 7.1. Pay all your tuition fees in accordance with this Agreement or as directed by the University to maintain your enrolment and CoE
 - 7.2. 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 the Department of Home Affairs (DHA) by cancelling your CoE. This may lead to the cancellation of your student visa
 - 7.3. Commence your course 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 course 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
 - 7.4. Apply to International Admissions in writing no later than the census date if you wish to defer your studies and provide evidence of compelling or compassionate grounds for the deferral (**National Code 9**). In these circumstances, you agree to follow the procedure prescribed in the University’s Enrolment Policy and Admissions Policy.
 - 7.5. Ensure that your study load in every teaching session will enable you to complete your course of study within your current visa period. The University may be unable to issue your CoE if you reduce your study load without approval.
 - 7.6. Pay the tuition fees for any additional units studied (including units repeated) at the rate that applies when you enrol in these units.
8. If you are a continuing student but do not enrol in your compulsory study session by the agreed starting day you will be regarded as having abandoned your course. You acknowledge that in these circumstances the University is required to start a process that may lead to the cancellation of your CoE. The cancellation of your CoE may lead to the cancellation of your student visa by DHA.
9. You accept and agree that the University reserves the right to discontinue or vary units, courses, announcements, or staffing at any time. You can view updated course and unit information in the **online Handbook**.

FEES

10. You accept and agree that all tuition fees must be received in Australian dollars, directly to the University. Important: Notwithstanding the definition of “tuition fees” under the ESOS Act, you must pay all tuition fees directly to the University. Please do not pay your tuition fees to anyone other than the University. 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 Western Sydney International immediately for assistance.
11. It is your responsibility to pay your tuition fees on time in accordance with the due date set by the University.
12. The University may increase your tuition fees at any time, but generally increases apply from 1 January each year. You can view the annual international student tuition fee for each course at westernsydney.edu.au/international/fees

Commencing Students

13. 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:
- 13.1. half the annual course tuition fees
 - 13.2. the Overseas Student Health Charge (if applicable) for the duration of your student visa
 - 13.3. any other fees as prescribed by the University for your course, including the non-refundable deposit if you are a packaged student.
14. You accept and agree that, as a commencing student, you are not eligible for a payment plan, or extension of time to pay tuition fees under any circumstances.
15. If you are a packaged student, you agree to pay a non-refundable deposit, as specified in your offer letter, to the University and which shall be applied towards your principal course 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 53 issued by DHA. The University is obliged to safeguard against applicants who are not genuine and will not refund your deposit except in those circumstances set out in this Agreement. You will not be eligible for a refund if you request to transfer to another institution without meeting the requirements of a release in accordance with Standard 7 of the National Code. You acknowledge and agree that your deposit will be credited towards your tuition fees for your principal course.

Continuing Students

16. You agree that it is a condition of your continued enrolment at the University that:
- 16.1. You pay all tuition fees in full by the due date
 - 16.2. You cannot re-enrol after the agreed starting period of the teaching session of study unless you first obtain permission from your unit coordinator in accordance with the **Enrolment Policy**.
17. If you do not pay your tuition fees by the due date the University will cancel your enrolment, 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 3 – REFUNDS

OVERVIEW

18. 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 Fees and Student Finance.
19. Applications for refunds are assessed strictly in accordance with the terms of this Agreement.
20. If approved, refunds are paid in Australian dollars.
21. All withdrawals are subject to the prescribed University withdrawal timelines and penalties.

REFUND WHERE THE UNIVERSITY DEFAULTS OR OFFER IS WITHDRAWN

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 tuition fees already paid but unused, unless:
- 22.1. you have withdrawn or discontinued prior to the day of the University's default; or
 - 22.2. you have accepted another offer in a University course of study or
 - 22.3. the circumstances specified in clauses 31 and 32 (No Refund) of this Agreement apply.
23. If the University offers you a place in another course of study, you may accept that offer, rather than apply for a refund. Any fees already paid including any deposit will be credited towards tuition fees payable for that other course of study.

REFUND BEFORE STUDENT VISA IS APPROVED

24. If your application for a student visa is rejected by DHA, the lesser of \$500 or 5% of unused tuition fees paid to the University will be retained and all other course 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.
- 24a. Refund where student visa is rejected during COVID-19 pandemic.**
If your application for a student visa is rejected by DHA after you have enrolled and commenced study in a course that is being delivered online during the COVID-19 pandemic, (all intakes in 2021 and the following intakes in 2022: Quarter One, Quarter Two, 1H, Term 1, Term 2 and Autumn Session only), you will be eligible for a full refund of any tuition fees you have paid provided that you submit your refund request within two weeks of the student visa refusal notification from DHA. You will not be eligible for a full refund after this date.
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, you may apply for a refund of all tuition fees paid except in the circumstances specified in clauses 32 and 33 (No Refund) of this Agreement. The University is entitled to charge an administration fee of \$AUD500 for processing your application. You authorise the University to deduct this amount from any tuition fees already paid. You will be required to provide evidence of the withdrawal of your student visa application when you apply for a refund.

REFUND WHERE STUDENT DEFAULT

26. If you do not commence your course of study on the commencement date, and you have not previously withdrawn from your course of study with approval from the University, your CoE will be cancelled and your entitlement to a refund will be calculated in accordance with this Agreement, if you apply for one. For that purpose, the date of your withdrawal will be considered to be on the day of the course commencement date.
27. If you are a packaged student with an approved student visa and you withdraw from your course(s) of study, you are not entitled to a refund of your deposit for the principal course. You may be entitled to a refund of some of your unused tuition fees in your preliminary course(s) if you withdraw before the census date in any teaching session. The amount that the University may refund to you is determined by the notice period you give – see Summary of Refunds table attached.
28. If you are a non-packaged student with an approved student visa and you withdraw from your principal course 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 \$AUD5,000 as an administration fee.
29. If you are a continuing student and you withdraw before the due date, you may apply for a refund of all unused tuition fees.

REFUND WHERE STUDENT OBTAINS PERMANENT RESIDENCY

30. If you are an international student who, after commencing your studies but before the census date for that teaching session, receives approval from DHA to change your visa status to permanent resident, you may be entitled to a refund of fees in certain circumstances in accordance with the Student Fees Policy. Any entitlement to a refund will be calculated from the date that you inform the University of your change in status. Please note that the University cannot change your status to permanent resident after the census date under any circumstances.

NO REFUND

31. You are not entitled to a refund of any tuition fees if:
- 31.1. DHA cancels your visa for any reason, including a breach of a condition of your visa;
 - 31.2. Any documents or information submitted by you or on your behalf as part of your application for admission or your application for a student visa are, or later found to be, fraudulent;
 - 31.3. You are suspended, excluded or expelled from the University following a finding of misconduct;

31.4. You withdraw from a course of study after the census date in any teaching session, including preliminary courses for packaged students, except where clause 24a. applies;

31.5. 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);

31.6. You withdraw from a unit of study for which tuition fees have been paid, but without permission to reduce your study load, and then subsequently withdraw from a course of study.

32. As a packaged student, you are not entitled to a refund of any deposit paid for packaged courses except as set out in this Agreement.

UNUSED TUITION FEES

33. You may be entitled to a refund of any unused portion of paid tuition fees if:

33.1. upon completion of the requirements of your course of study, you have a credit balance of tuition fees or

33.2. you fail to meet the University's academic progression rules and are subsequently excluded from your course of study.

34. If you withdraw from a unit of study with the University's approval before the census date, any portion of unused paid tuition fees will be credited towards another unit of study available in the same course. If you subsequently withdraw from your course of study, you will only be entitled to a refund if you first obtain permission to reduce your study load before withdrawing from the unit 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 University component of your study package, you can apply for a deferred commencement for the next intake of the course of study. This will enable you to complete the preliminary course to satisfy the University entry requirements. You acknowledge that you cannot use the deposit applied to your principal course to cover tuition fees to satisfy entry requirements. Your non-refundable deposit will be held in credit and applied towards your principal course of study.

REFUND OF OSHC

36. You accept and agree that you must make your own arrangements to apply for a refund of any OSHC directly with the OSHC provider.

REFUNDS IN EXCEPTIONAL CIRCUMSTANCES

37. 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. For further guidance, see: **National Code Standard 9**.

38. 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, attending upon any medical practitioner, counsellor or other health professional.

39. 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.

SUMMARY OF REFUNDS OF TUITION FEES

(Refund Agreement clause reference in brackets)

| NOTICE OF RESIGNATION/WITHDRAWAL | AMOUNT RETAINED BY THE UNIVERSITY | | |
|---|--|---|---|
| | Non-packaged students | Packaged students | Packaged students TAFE NSW |
| Before a student visa is granted | | | |
| Visa application is refused by DHA | The lesser of \$500 or 5% of unused tuition fees (clause 24) | | |
| Visa application is refused by DHA after enrolling and commencing study in a course delivered online due to the COVID-19 pandemic | NA (24a) | NA (24a) | |
| Visa application is withdrawn before the visa is granted | \$500 (25) | | |
| After a student visa is granted | | | |
| Non-refundable deposit for the principal University course | \$5000 (28) | \$5,000 (27) | \$10,000 (27) |
| Refunds specific to Preliminary courses in a package | | | |
| Notice of more than 4 weeks before commencement of the Preliminary course | NA | 30% of pre-paid fees for that course (27) | TAFE NSW refund agreement applies, please contact TAFE NSW for refund forms and procedures. |
| Notice of less than 4 weeks before the commencement of the Preliminary course | NA | 60% of pre-paid fees for that course (27) | |
| After the commencement date but before the census date | NA | 75% (27) | |
| Refunds relating to all courses as indicated | | | |
| After commencing the second or subsequent study session of a course but before its census date | \$0 (29) | | |
| After the census date of a course | All fees for that study session are retained. (31.4) | | |
| Admission was obtained on the basis of fraudulent or misleading documents or information | All prepaid tuition fees (31.2) | | |
| Visa is cancelled | All fees are retained (31.1) | | |
| the University withdraws its offer or is unable to provide a course for which an offer was accepted | All unused tuition fees are refunded (22) | | |
| Student is excluded by the University | All fees are retained (31.3) | | |
| Fees in credit after course completion or early exit | All unused tuition fees are refunded (33.1) | | |
| Fees in credit for reduced study load units without the University's approval | All fees are retained (34) | | |

CONTACT INFORMATION

Western Sydney International
Locked Bag 1797
Penrith NSW 2751 Australia
westernsydney.edu.au/international

COURSE ENQUIRIES

+61 2 9852 5499
internationalstudy@westernsydney.edu.au

ADMISSION ENQUIRIES

apply@westernsydney.edu.au

Western Sydney University
CRICOS Provider 00917K

May 2021



WESTERNSYDNEY.EDU.AU